

DIGEST OF ENGLISH LAW REPORTS.

not to be a sufficient memorandum in writing to satisfy the Statute of Frauds.—*Rishton v. Whatmore*, 8 Ch. D. 467.

4. In 1873, G. borrowed £450 of H., giving a verbal promise to give a bill of sale when demanded. H. died in 1874, and her executors were told by G. that he had promised to give a bill of sale, and was ready to do so at any time. They did not demand it; and, in 1877, the executors, hearing that a writ had been served on G., asked for and received a bill of sale of all G.'s property, except book-debts. There was no recital as to when the advance was made, nor of a past promise. The document was duly registered the next day; and two weeks afterwards, being the 17th, G. was served with a debtor's summons. G. notified the executors, who took possession on the 19th, advertised and sold the property on the 23rd. Subsequently, G. was adjudged bankrupt. *Held*, that the bill of sale was not good against creditors.—*In re Gibson. Ex parte Boland*, 8 Ch. D. 230.

SALVAGE.

1. In an action of salvage against a ship on behalf of the owners, masters, and crew of two steam-tugs, it appeared that one tug, while towing a vessel, saw the ship ashore and in distress, and went off her course to notify the other tug of the accident, and the other tug proceeded to the spot, and saved the ship. *Held*, that both tugs were entitled to salvage.—*The Sarah*, 3 P. D. 39.

2. The steamship S., in distress from a collision, signalled the steamship C., and transferred to her the passengers and some of the cargo. Attempts to tow the S. by the C. failed, and she was abandoned, and her crew were taken on board the C., and they, with the passengers and cargo saved, landed in port. In an action by the owners, master, and crew of the C., against the saved cargo of the S., life-salvage was claimed, and also salvage for services to the S., and in saving the cargo. The owners of the cargo cited in the owners of the S., who appeared. The owners of the cargo asked that such portion of the salvage awarded as was life-salvage the owners of the S. should be required to pay. Refused, on ground that no property of the owners of the S. was saved.—*The Cargo ex Sarpadon*, 3 P. D. 28.

See SHIPPING AND ADMIRALTY.

SEPARATE ESTATE.—See HUSBAND AND WIFE, 2.

SEPARATE USE.—See MARRIED WOMEN, 1, 2.

SERVICE OF PROCESS.—See SHERIFF, 1, 2.

SET-OFF.—See COSTS.

SETTLEMENT.

1. Defendant, when an infant, agreed to give

seven houses to his intended wife, when he came of age. Fourteen years after the marriage, he executed a post-nuptial settlement, giving nine houses—among which were the aforesaid seven—to trustees, for the separate use to his wife for life, then to himself for life, with power of appointment in the wife as to the disposition after the death of the survivor, and, in default of appointment, in trust to the wife in fee. No reference was made to the above agreement, and it was recited that he had made no settlement in favour of his wife on occasion of his marriage. Afterwards, he agreed to sell three of the houses; and, in an action for specific performance, *held*, that there had been no ratification of the agreement as to the seven houses made when the defendant was an infant; that the post-nuptial settlement was voluntary, and there must be specified performance as to the three houses. *Honywood v. Honynwood*, (20 Beav. 451) incorrectly reported, and not much to be relied upon, per JESSEL, M. R.—*Trowell v. Shenton*, 8 Ch. D. 318.

2. In 1855, a marriage settlement was executed by D., to make provisions for his intended wife and the children of the marriage, by which land was given in trust to such uses, &c., as D. and his wife should appoint, and, in default of appointment, to D. for life; the remainder to the wife for life; remainder to the children as tenants in common in fee; remainder, in case of the death of all the children under twenty-one without issue, to the heirs and assigns of D. There was a proviso that the trustee or his successor should, after death of the survivor of D. and his wife, leaving a minor child, receive the rents and profits of such child's share, and, after paying for the child's maintenance, &c., invest the balance, and accumulate it for those who should become ultimately entitled to the share from which the same came. There was no power of sale. In 1860, D. and his wife mortgaged the land to E., and appointed it to him, subject to redemption; and E. covenanted to convey on payment of the debt and costs to such uses, &c., as the property was then subject to. There was a power of sale providing that the balance of proceeds of the sale, after deducting the debt and costs, should be paid over to "D., his heirs, executors, administrators, or assigns." In 1869, D. died intestate, leaving his wife and children surviving. In 1875, the mortgagee sold the premises under his power, and held the balance subject to the order of the Court. *Held*, that D.'s administratrix took the surplus as personal property. This was no resultant trust.—*Jones v. Davies*, 8 Ch. D. 205.

See HUSBAND AND WIFE, 1; MARRIED WOMEN, 2.