2. A carpenter earning 12*s.* a week had a wife and six young children to support. The court settled upon the wife and children the whole of a fund to which the wife became entitled, without deducting the amount of a debt owed by the husband.—*In re Cordwell's Estate. White* v. *Cordwell*, L. R. 20 Eq. 644.

3. A father induced his son to join with him in a new settlement of estates by representing that he had a power to charge the estates to the extent of £5,000, which power was to be released by the new settlement. The father was mistaken in thinking he had said power. *Held*, that the new settlement must be set aside, although the mistake was innocently made.—*Fane* v. *Fane*, L. R. 20 Eq. 698.

4. Certain property was settled in trust for E. for life, remainder, after her death leaving a child or children, to all and every the child or children of E., and the issue of such of said children as might be then dead, such issue to take their parent's share equally between them; the shares of sons to be paid to them on their attaining twenty-one, and of daughters on their attaining twenty-one or marriage. E. had six children, five of whom survived her and attained twenty-one; the sixth attained twenty-one, but died childless in E.'s lifetime. *Held*, that said sixth child took a vested interest, as the contingency upon which the gift to the class was to take place was not to be imported into the constitution of the class who were to take under the settlement.—*In re Orlebar's Settlement Trusts*, L. R. 20 Eq. 711.

5. A man who was about to marry a woman owning considerable personal property insisted that any settlement of the property should provide, that in case he survived the woman and there should be no child of the marriage, the fund should be at his absolute disposal. An agreement was signed by both said parties immediately before the marriage, providing that they should join after the marriage in transferring said property to trustees upon trust for the husband and wife during their lives; "the trusts of the capital being for and amongst the children according to the appointment of said husband and wife, or the survivor of them, and in default of appointment, to the children equally; and in the event of there being no children, and of the husband being the survivor, the trust-property to be at his absolute disposal." A settlement was subsequently executed; but it contained no provision for the event of there being no child and the husband dying before the wife. The property was transferred to trustees, and the husband received the income for several years, and died with part of the income in arrear. There was one child of the marriage, who died an infant in the lifetime of both parents. The representative of the husband claimed the arrears of income, and the whole of the property subject to the wife's life-estate. *Held*, that the settlement was not in accordance with the agreement, and must be rectified; and that the wife was entitled to the arrears of income and to the whole of the property. The transfer to the trustees after the marriage was not a reduction to possession by the husband.—*Cogan* v. *Duffield*, L. R. 20 Eq. 789.

6. By a marriage settlement, a fund was settled upon the following trusts: To pay the income to the husband during his life, and after his death to the wife for life; and after the death of the survivor, then, in case they should leave issue, who being daughters should marry or attain twenty-one, or being sons should attain twenty-one, to pay the principal equally amongst such issue as they should respectively attain twenty-one or marry; and in the mean time, until such issue should attain twenty-one or marry, to apply the income to the support of said issue: provided, that if any such issue as aforesaid should happen to die before they should respectively become entitled to their portions under the settlement, leaving issue of their respective bodies them surviving, then such last-mentioned issue should take their father's or mother's share or shares equally between them, the same to be paid over, and the interest in the mean time applied, at the time and in the manner limited relative to the original trust-moneys and the immediate issue of the marriage. But in case the husband and wife should die without leaving issue, or their issue should all die before they became entitled to receive their respective portions, and without leaving issue, then over. There were four children of the marriage, of whom two died in infancy in the lifetime of both parents. The third child survived his mother, attained twenty-one, and died a bachelor and intestate in the lifetime of his father. The fourth child attained twenty-one, and survived both parents. The question was, whether the whole fund belonged to the surviving child, or whether the third child acquired an indefeasibly vested interest in one moiety. *Held*, that the fourth child took the whole fund.—*Jeyes* v. *Savage*, L. R. 10 Ch. 555.

Shareholder.—*See* Trust, 4.

Ship.—*See* Carrier, 1; Charterparty; Decree; Insurance.

Slander.—*See* Libel.

Solicitor.

The relation of trustee and *cestui que trust* does not ordinarily exist between solicitor and client, although the solicitor may have received moneys from or for the client.—*Watson* v. *Woodman*, L. R. 20 Eq. 720.

Specific Performance.

1. An agreement was made for the sale of an estate, the vendor reserving "the necessary land for making a railway through the estate to Prince Town."—*Held*, that the reservation was void for uncertainty, and that the agreement could not be specifically en-