

RECENT ENGLISH DECISIONS.

intention of the parties was to make a perfectly honest family arrangement, under which the daughters were to undertake the burden of paying their mother's debts, and in consideration of that to take immediately that farm which, in all probability, they would otherwise have received by will upon their mother's death. He cites with approval the language of Kindersley, V.C., in *Thompson v. Walker*, 4 Drew 628, where he says:—"The principle now established is this, the language of the Act being that any conveyance of property is void against creditors if it is made with intent to defeat, hinder or delay creditors, the Court is to decide in each particular case whether on all the circumstances it can come to the conclusion that the intention of the settlor in making the settlement was to defeat, hinder or delay his creditors." Later on he meets three objections to the validity of the deed which it seems well to notice, (i.) he says:—"It is said, and said truly, that a person must generally be taken to intend the result of his acts. That is often, but by no means always true, because, although no doubt the immediate and main result of our acts must be the object of our intention, there are many collateral results of acts which are not only not objects of our intention, but against our wish. There are many unintentional results of unintentional acts." (ii.) He says:—"It is said that with respect to many creditors who are included in the covenant, they are defeated and delayed, because before the execution of the deed they had a right against the property, and after the execution of the deed they would only have a right to the enforcement of the covenant. But that is the result of almost any dealing. If I am indebted and sell my estate, my creditors lose their right of proceeding against the estate, and can only proceed against the purchase money." (iii.) He says:—"It appears plain that though valuable and good consideration was given by the daughters, that consideration cannot have been the full value of the estate. But it also appears to me to be plain that when a

bona fide and honest instrument is executed for which valuable consideration is given, and the instrument is one between relatives, the Court cannot say that the difference between the real value of the estate and the consideration given is a badge of fraud, and if it is not a badge of fraud, or evidence of an intention to defeat creditors, it has no relation to the case."

WILL—CROSS EXECUTORY LIMITATION—IMPLICATION.

In re Hudson, p. 406, is an important case inasmuch as Kay, J., there deduces from the authorities and tabulates the rules which govern the implication of cross executory limitations in wills. In the will in question there was a cross-limitation upon failure of any *stirpes* to the other *stirpes*, but the cross-limitations between the individuals of the same *stirps* were not complete so as to cover every possible event; and in the event which had actually happened there would have been an intestacy as to part of the estate, if the Court had refused to fill up the gap by implying a cross-limitation as required. Kay, J., held that the cross-limitation might be implied, and after reviewing the authorities he deduces from them the following rules:—

(i.) Cross executory limitations in the case of personal estate, like cross-remainders of real estate, are only implied to fill up a hiatus in the limitations, which seem from the context to have been unintentional.

(ii.) They cannot be implied—as of course cross-remainders could not—to divest an interest given by the will.

(iii.) The existence of other cross-limitations between different persons does not prevent the implication.

(iv.) But where such express cross-limitations are in favour of the very persons to whom the implied cross-limitations would convey the property, that circumstance is of weight in determining the intention."

He then gives various instances in which such a gap in the limitation occurs, viz:—

(a) Where there is a gift to several named