paid in full.—*Ex parte Dear. In re White*, 1 Ch. D. 514.

See Bankruptcy, 3.

Payments, Appropriation of.—*See* Appropriation of Payments.

Pecuniary Legatee.—*See* Marshalling Assets.

Peer of England.

A Peer of the British Parliament is not incapacitated from acquiring a domicile in a foreign country by reason of his duty to advise the Queen when she calls upon him for advice, or to attend the House of Peers whenever his attendance there is required.—*Hamilton* v. *Dallas*, 1 Ch. D. 257.

Per Capita.—*See* Legacy, 2.

Perpetuity.—*See* Charitable Bequest; Specific Performance.

Per Stirpes.—*See* Legacy, 2.

Peril of the Seas.—*See* Danger of the Seas.

Principal and Agent.—*See* Broker; Contract, 3.

Priority.—*See* Partnership.

Promissory Note.—*See* Bills and Notes.

Proviso.—*See* Condition, 1; Settlement, 2.

Proximate Cause.—*See* Charterparty, 1.

Punishment, Eternal.—*See* Church of England.

Reinsurance.—*See* Insurance, 1.

Remainderman.—*See* Devise, 5.

Repugnancy.—*See* Settlement, 2.

Resulting Trust.—*See* Settlement, 1.

Reversionary Interest.—*See* Appointment; Ejectment.

Right of Way.—*See* Way.

Sale.—*See* Bankruptcy, 2-4; Contract, 3; Devise, 5.

Scotch Marriage.—*See* Marriage.

Seaworthiness.—*See* Insurance, 4.

Security.—*See* Bankruptcy, 6, 9; Mortgage.

Settlement.

1. Real estate was settled to such uses as A. and B. should by deed jointly appoint and subject thereto to the use of A. for life, remainder to the use of B. for life, remainder to the use of the first and other sons of B. successively in tail male, with remainder over. A power of sale was invested in four trustees exercisible at the request of A. and B., and the proceeds of any sale under this power were to be settled to the same uses as the property sold. A. and B., in exercise of their power of appointment, appointed a portion of said real estate to certain persons in trust for sale, and to stand possessed of the proceeds upon trusts to be declared in an indenture. No indenture was ever executed. It appeared from other evidence that the power was exercised to avoid the trouble and expense of calling on the trustees to sell. *Held*, that it sufficiently appeared, from the settlement and appointment by A. and B., that there was to be a resulting trust of the proceeds of said sale for the benefit of those who were to take under the settlement, and that said evidence showed that such was the intention of A. and B.—*Biddulph* v. *Williams*, 1 Ch. D. 203.

2. A fund was settled by W. upon trust for his illegitimate daughter for life, and, in case she should die unmarried, in trust for her, her executors, administrators, and assigns; and it was provided that if any estate, interest, or benefit, should, under the trusts, powers, and provisions of the settlement, be undisposed of, or, in the events which should happen, should, but for this proviso, be held upon trust for the crown, or belong beneficially to the crown, then such estate, interest, or benefit, should be held in trust for W. for life, and, after his decease, in trust for W.'s wife absolutely. The daughter died unmarried and intestate. *Held*, that the daughter was absolutely entitled to said fund at her death; and that said proviso was consequently repugnant to law, and void; and that the crown was therefore entitled to the fund.—*In re Wilcox's Settlement*, L. R. 1 Ch. D. 229.

3. By a post-nuptial settlement, reciting that D. was desirous of making provision for his wife and his children by her, D. settled property upon trust to pay the income to his wife for life, and, after her decease, in trust for all and every the child and children of D. by his wife begotten or to be begotten, who, being a son or sons, should attain twenty-one, equally to be divided among them and their respective executors and administrators; and, if there should be but one such child, the whole to be in trust for such one or only child, and *his or her* executors and administrators; and there was a provision concerning the application of the dividends of the presumptive share of every child "towards *his or her* respective support, maintenance, and education, until such *his or her* respective share shall become vested, or *he or she* shall previously die." D. and his wife died, leaving sons and daughters who had all attained twenty-one. *Held*, that the daughters were entitled to share in the property.—*In re Daniel's Settlement Trusts*, 1 Ch. D. 375.

4. By a marriage settlement, £50,000 belonging to the wife was conveyed to trustees to pay the income to the spouses for life, and, on the death of the survivor, to pay over the whole to the child or children as the spouses should appoint. The husband bought certain estates, and borrowed £25,000 of said trust fund to pay the price, securing this sum on said estates; and he afterwards executed an entail of the estates. The spouses subsequently by deed appointed that the $25,000 secured as aforesaid should "be settled on and belong to our eldest son and other members of our family in succession, being heirs in possession of the entailed estates." Said sum was also referred to in the deed as