

DIGEST OF ENGLISH LAW REPORTS.

pose of loading and unloading coal. *Held*, that the anchors and derrick were not so attached to the bed of the river as to be ratable as "a house, building, land, tenement, or hereditament."—*Cory v. Churchwardens of Greenwich*, L. R. 7 C. P. 499.

REMAINDER.—*See* DEVISE, 2, 3; LEGACY, 5.

REMOTENESS.—*See* DEVISE, 2.

RESERVATION.—*See* MINES.

RESIDUARY LEGATEE.—*See* EXECUTORS AND ADMINISTRATORS, 2.

REVERSION.—*See* CHARGE; INFANT.

SALE.

By the law of Scotland, in case of the purchase of goods by sample, the purchaser may return the same after acceptance, if they do not correspond with the sample; otherwise by the English law.—*Couston v. Chapman*, L. R. 2 H. L. Sc. 250.

See CONTRACT.

SECURITY.—*See* APPOINTMENT; COMPANY, 5.

SET-OFF.—*See* PAYMENT.

SETTLEMENT.

1. Upon marriage, a woman induced her husband to give up his only means of support, and thereafter for a time both were supported by the wife's mother. After the latter's death, the wife came into a large separate income. From the wife's misconduct the husband was obliged to leave her, and eventually a settlement was made whereby the husband was allowed a small annuity. Subsequently the wife became possessed of a further sum, and prayed the court to decree a settlement of the same upon her. *Held*, that under the circumstances the court would not deprive the husband of his right to said sum.—*Giacometti v. Prodders*, L. R. 14 Eq. 253.

2. By a marriage settlement the wife's property was vested in trustees upon trust during the joint lives of the husband and wife for the separate use of the wife, and if there should not be any issue of the marriage, then in trust for the wife, her executors, administrators, and assigns, in case she survived the husband, but if she should not survive him, then to the husband for life, then to her kindred, subject to her appointment among them. The wife having obtained a divorce, *held*, that she was entitled to the whole property.—*Fussell v. Dowding*, L. R. 14 Eq. 421.

3. A husband and wife, having power of appointment over personalty, in favor of the children of the marriage, appointed a part of the property to trustees, on such trusts as their son H. should by deed appoint with the written consent of his father, and after the decease of said father, with the consent of the trustees under said father's will, or as said H. should by will appoint; and in default of appointment upon trust to pay the income thereof for life, or until bankruptcy, insolvency, or assignment; and on the decease of said H., if his interest should not have de-

termined, to his executors or administrators, as part of his personal estate; but if such interest should have determined upon the like trusts as would have affected the residue of the same share, if the same had been appointed in favor of H. only during his life, or until the period of such determination. *Held*, that H. took an interest for life, liable to forfeiture on bankruptcy or assignment.

By settlement, husband and wife had a life-estate in realty, with power of appointment among children, and in default of appointment, in trust for the children, subject to parent's life interest, in equal shares, to vest at twenty-one or marriage. The settlement contained the usual power of sale and exchange, but no trust for sale. A son reached twenty-one and died intestate. Afterwards the husband and wife declared that the shares of persons interested in money arising from any sale of the premises should be "of the quality of personal and not of real estate." The real estates having been sold at the request of husband and wife, *held*, a good conversion as against the heir of the deceased son, the power of the settlor remaining until the end of his life.—*Webb v. Sadler*, L. R. 14 Eq. 533.

4. A covenant in marriage articles to settle real estate "upon his [the husband's] issue by said J. [the wife]," must be construed as a covenant for strict settlement, and prevents the husband creating charges in favor of younger children.—*Grier v. Grier*, L. R. 5 H. L. 688.

See LEGACY, 5; POWER, 1.

SHAREHOLDER.—*See* COMPANY, 1, 4.

SHOP.

The defendant owned a hall containing accommodation for about one hundred cattle. Adjoining was an open yard with fixed pens, capable of holding fourteen hundred sheep, and in which sheep were penned until required in the hall for sale. The defendant's dwelling-house adjoined, and communicated with said yard, but not with said hall. *Held*, that sheep sold in said hall were not sold in the defendant's "dwelling-place or shop" within St. 10 Vict. ch. 14.—*Fearon v. Mitchell*, L. R. 7 Q. B. 690.

SOLICITOR.—*See* PRIVILEGED COMMUNICATIONS.

SPECIALTY DEBT.

A daughter was entitled, subject to her father's life interest, to trust funds, out of which the trustees had power to advance £2000 on the father's bond. The trustees advanced the £2000 accordingly, and further sums on the father's promissory notes. *Held*, that the daughter was entitled to said £2000 on her father's decease, as against specialty creditors. Otherwise as to the other advances.—*Ferguson v. Gibson*, L. R. 14 Eq. 379.

See ADVANCE; APPOINTMENT.

STAMP.

The presumption is, that a lost instrument requiring a stamp, was stamped, in the absence of evidence to the contrary. But