

perty, and no act or thing lawfully done or omitted before the passing of the Act shall be prejudicially affected by reason of any marriage heretofore contracted as aforesaid being made valid by the Act; and Parker, J., held that the effect of this proviso was to preserve the lady's right to the income; so that although she is now lawfully married she is still entitled to the income as if she were not married.

SETTLEMENT—POWER OF APPOINTMENT—CESSER OF INTEREST OF HUSBAND—ABSENCE OF DIRECTION AS TO INCOME DURING HUSBAND'S LIFE AFTER CESSER OF HIS INTEREST—CHILDREN OF MARRIAGE ENTITLED PENDING APPOINTMENT.

*In re Master, Master v. Master* (1911) 1 Ch. 321. In this case under a marriage settlement the husband was in the events which had happened entitled to the income of the trust fund for life or until he became bankrupt, and subject thereto the trustees were to hold the income upon trust for the children or other issue of the marriage as the spouse or the survivor of them should by deed or will direct. The wife was dead, the husband had become bankrupt and gone off to Australia and so far as known no appointment had been made. There were three children of the marriage all of whom were of age and one of them was married and had three children. On an application by the trustees for advice as to how they should deal with the income during the life of the husband, and pending the exercise of the power of appointment, Eve, J., held that it was distributable in equal shares amongst the children of the marriage until and unless that disposition should be superseded by the exercise of the power.

CONTRACT—FRAUD—SALE OF GOODS—VOIDABLE CONTRACT—GOODS OBTAINED BY FRAUD—SALE TO INNOCENT PURCHASER—ONUS OF PROOF—POWER GIVEN TO PASS PROPERTY IN GOODS.

*Whitchorn v. Davison* (1911) 1 K.B. 463 was an action of detinue to recover goods in the following circumstances. The goods in question consisted of a pearl necklace, which the plaintiffs entrusted to one Bruford, on the representation that he had a customer in view who would purchase it. The necklace was in the first place handed to him on this representation, which was false, on the terms that he was to return it, or pay the agreed price. Instead of selling it he pledged it with the defendant for an advance of money, and he subsequently made