for him in the matter a joint and several power of attorney to receive the money. The plaintiff sent the power to B, one of the firm, who, under it, received the money, signed the receipt in his own name, paid the money into his private bank account, and soon afterwards absconded with it. The letters on the subject of the power and the cost of stamping it were charged in the bill of costs of the firm. On a bill seeking to make S, the other partner, liable to repay the money, but not praying an account, *held* (1), that there was jurisdiction at equity; (2) and that S was liable for repayment of the amount, with interest.—*St. Aubyn* v. *Smart*, Law Rep. 3 Ch. 646.

Part-owner—*See* Ship, 2.

Pawn—*See* Pledge, 1.

Pleading—*See* Action, 1.

Pledge.

1. A, a holder of scrip certificates for shares, borrowed money of the defendant, and deposited with him the certificates as security. He afterwards became bankrupt, and the defendant, without demand and without notice, sold the shares to repay himself. A's assignee, without making any tender of the amount of the debt, brought trover to recover the value of the shares. *Held*, that, even assuming the sale to be wrongful, the right to possession was not by the sale revested in the plaintiff, and that he could not maintain trover either for the value of the shares or for nominal damages.—(Exch. Ch.) *Halliday* v. *Holgate*, Law Rep. 3 Ex. 299.

2. A, a stock broker, borrowed, on behalf of the plaintiff, a sum of money for three months, from the defendant, also a stock broker, on the security of certain railroad stock which was transferred by the plaintiff into the name of the defendant. At the end of the three months the plaintiff repaid the loan; and the defendant, who had sold the plaintiff's stock, purchased other stock and retransferred a similar amount to the plaintiff. The plaintiff claimed to be entitled to the amount of profit that the defendant had made. *Held* (1), that the plaintiff could sue as principal; (2) that the defendant was not justified, either by law or by the custom of the stock exchange, in parting with the security, but was bound to restore the identical stock pledged; and that the plaintiff was entitled to recover the profit made by the defendant.—*Langton* v. *Waite*, Law Rep. 6 Eq. 165.

Power.

1. A power for setting up children in business does not justify trustees in making advances to a married daughter for the purpose of paying her husband's debts. But an advancement for setting up a married daughter in the farming business, her husband covenanting that the business should be for her separate use, is a good execution of the power —*Talbot* v. *Marshfield*, Law Rep. 3 Ch. 622.

2. A testatrix, having a general power of appointment over personal property, by her will, made after the Wills Act, directed her executor to pay her debts and funeral expenses out of her personal estate; she then gave several pecuniary legacies, with a direction that they should abate ratably, if, after payment of her debts and funeral expenses, there should not be sufficient to pay them in full; and she gave the residue of her estate to certain persons. *Held*, that the will was an execution of the power in favor of the executor, for the purpose of paying the testatrix's debts, funeral expenses, and legacies, and that only what remained, after making those payments, passed by the residuary bequest.— *Wilday* v. *Barnett*, Law Rep. 6 Eq. 193.

3. By a marriage settlement, reciting only the intended marriage, and that the wife's property should be settled to the uses after mentioned, her freeholds were conveyed to her use for life, remainder to the husband for life, remainder to such uses as the wife should appoint, and, in default of appointment, to uses in favor of the issue of the marriage. The wife covenanted to surrender her copyholds "to the uses hereinbefore expressed" concerning the freeholds. *Held*, that the power of appointment was general, and could not be restricted to a power to appoint to issue, and that the covenant made the copyholds subject in equity to the same power of appointment as the freeholds, though powers were not expressly referred to in the covenant.—*Minton* v. *Kirkwood*, Law Rep. 3 Ch. 614.

See Revocation of Will, 1.

Practice—*See* Appeal; Interrogatories, 2.

Prescription.

1. From 1803 to 1854, the fee paid on a marriage in a certain church was almost uniformly 13*s*. There was no evidence before 1803. On a special case, in which the court were at liberty to draw inferences of fact: *held* that the amount of the fee, being so great that it could not have existed in the time of Richard I., was sufficient to rebut the presumption from modern enjoyment, that the fee had an immemorial legal existence (Keating, J., *dissentiente*).—(Exch. Ch.), *Bryant* v. *Foot*, Law Rep. 3 Q. B. 497.