

until the 26th Nov. The transaction having resulted in a loss, the action was brought for indemnity against such loss, and was tried by Mathew, J., with a jury, and the jury found that the sale on the 19th was wrongful, and that more could have been realized had it been postponed until the 26th. On this finding, Mathew, J., gave judgment for the plaintiff for the amount of the loss sustained on the whole transaction, less the difference between the amount actually realized and what the jury found would have been realized had the sale taken place on 26th Nov. But the majority of the Court of Appeal (Smith and Collins, L.J.J.) held that the plaintiff was entitled to no indemnity in respect of the £45,000, because as to that lot there had been no performance of the contract for purchase of the shares as between the plaintiff and defendant, and no default on the part of the defendant to take up and pay for these shares on the 26th Nov., they having been sold by the plaintiff without authority seven days before. Rigby, L.J., however, dissented and was of opinion that the defendant was also liable for the difference between the amount at which the £45,000 lot had been purchased and the amount realized therefor, notwithstanding the premature sale thereof by the plaintiff.

PROBATE—SEVERAL WILLS—REVOCATION—WILL MADE IN EXECUTION OF LIMITED POWER OF APPOINTMENT.

Cadell v. Wilcocks (1898) P. 21 was a probate action in which difficulties arose owing to the testatrix having executed three wills. She had been left by her father a sum of £4,000 for her life, with power of appointment thereof by will among her children. By the first will, made in 1890, she left one of her daughters "the sum of £4,000, being the sum left to me by the will of my father," and also disposed of her residuary estate; by a second will, made in 1894, she left the same daughter £4,000, and the residue of her property to the same daughter and one of her sons; and by the third will, in 1895, she left all her property to the same daughter. It will thus be seen that neither the second nor third will were sufficient to effect a valid execution of the power. The President, Sir