

- L. J. PAYNE V. MORTIMER. June 30. *Voluntary bond—Subsequent assignment for value.*
A. entered into a voluntary bond for the payment of a certain sum, to be divided among his children as therein mentioned. Two of the sons afterwards married, in the lifetime of A., and in consideration of marriage, assigned their shares under the bond, to the trustees of their marriage settlement; A., or his solicitor, having notice in both cases of the intention to do so.
Held, that the shares of the sons were not to be considered in equity, as debts voluntarily incurred; but ranked as speciality debts for value, in the administration of A's. Estate.
- M. R. BANK OF LONDON V. TYRRELL. June 30. *Solicitor—Sale to client—Extent of relief.*
A solicitor while engaged in getting up a bank, but before the Company was formed, arranged with the owner of certain premises—the purchase money of which was for the most part unpaid—to take half his interest, and negotiated a sale of the premises to the Company when it was formed, and he had been appointed solicitor without disclosing his interest in the premises. On the discovery of the fact, the bank filed a bill to make their solicitor and his co-owner, account for their profits on the sale to the bank, but did not rescind the purchase.
Held, that the solicitor was liable to account for his profits, but no decree against his co-owner.
- P. C. W. TRICKER V. KINGSBURY. July 16. *Will—Construction—Condition in restraint of marriage—Cesser of interest.*
W. M. by his will, after devising the fee simple of his real estates to his son and daughter, gave the rents and profits thereof to his wife, until his son should attain twenty-one.
He then bequeathed to her his funded property, in consideration of her maintaining and educating his children, and also gave her his household furniture, &c. But his will was, that if she married again before his son attained twenty-one, all her interest under the will should cease.
Held, that the condition was not merely in *terrorem*, and that the whole of her interest under the will ceased on her second marriage.
- L. C. RABBETH V. SQUIRE. June 8. *Will—Construction—"Use and occupation"—Conditional gift.*
A testator desired that his two sons should, if it were their desire, have the use and occupation of M's. lands, they paying a certain rent, &c. And that in default of payment, &c., they should no longer have possession.
Held, that the gift was not not conditional upon personal use and occupation.
- L. C. WILSON V. KEATING. July 16. *Specific performance—Sale of shares.*
A transfer of shares from W. to K., was negotiated through the intervention of third parties. The deed of transfer recited a contract by K., to purchase 105 shares at £5 per share, and the receipt of the purchase was acknowledged but not endorsed. W. executed the transfer with the understanding that K. was purchasing for himself, and that the money was to be paid within a year, the shares being, in the meantime, deposited as security. K. executed the transfer at the request of S., and upon the representation that the money had been paid, and that K. would be merely a holder in trust for S. W. was not a party to the representations made by S.; and, except by executing the transfer, K. had entered into no contract, and had given no authority for the purchase of the shares. The purchase money was not paid. Upon a bill for specific performance by W.,
Held, confirming the decision of the Master of the Rolls, that K. was bound by the contract, and liable to pay for the shares so transferred to him.
- L. C. SQUIRE V. RABBETH. June 8. *Will—Implication of cross remainder.*
Gift by will of one-fifth share of real and personal estate, for each of testators children for life; and after his or her decease, for his or her children, which he or she should leave at death; and and if he or she should leave none, then, as to *corpus* for grandchildren, *per capita*. One child died, leaving a child who died in the lifetime of others of the testator's children.
Held, that the grandchild did not take any estate during the life of the surviving children of the testator.
Held, also, that cross remainders were not to be implied here.
- L. J. THOMSON V. WHITELOCH. July 4. *Will—Construction—Mistake—Legal representatives—Lapse—Exception out of residuum.*
A testator gave a legacy to each of his brothers and sisters by name, or to their legal representatives, to be paid to them in two years after his death; and he also gave other legacies to his nephews; all of the legacies together amounting to £6,100. He then gave the residue of his property to his widow, absolutely, except £4,100, which she was to have during her life, and after her death, it was to be divided among his relations, "in proportion to the legacies left above, which will just make their legacies double the first bequest." One of his sisters, and two of his nephews, died in his lifetime, after the date of his will.
Held, on the construction of the will, that with respect to the apparent miscalculation as to the £4,100 doubling the previous legacies, it was not sufficiently clear that that sum was written by mistake, to justify the Court in departing from the words of the testator.
That the words "or their legal representatives," did not constitute a substantive gift, but that the share of the deceased legatee, lapsed.
That the sum of £4,100, was not a portion taken out of the residue, but excepted from it; and therefore the share that lapsed, fell into the residue, and did not go to the next of kin.
- V. C. S. THIEDEMAN V. GOLDSCHMIDT. July 18. *Bill of Exchange—Acceptance obtained by fraud—Forged bill of lading—Right of acceptor to relief in equity against indorsee, for value.*
The consignee of goods, who has accepted bills of exchange drawn by the consignor, residing abroad, and which were presented for acceptance by the endorsees for value, accompanied by a document which purported to be, and which they believed to be, a genuine bill of lading of the goods, but which afterwards proves to have been a forgery, is not bound by his acceptance, and is entitled to an injunction restraining the endorsees, though innocent parties to the fraud, from negotiating or enforcing payment of the bills.
- M. R. PEARSON V. AMICABLE SOCIETY. July 8. *Voluntary assignment—Policy.*
A voluntary assignment of a policy on the assignor's life, containing an irrevocable power of attorney, held good against the executors of the assignor.
- L. C. & L. J. SCHOLEFIELD V. TEMPLER. June 24. *Principal and surety—Fraud—Mutual mistake.*
B. and T. being indebted as principal and surety to S., upon some promissory notes, false representations were made by B., upon which T. pressed S. to accept, and S. did accept, as a security for the debt, the transfer of a mortgage, and thereupon erased T's. name from the notes. The mortgage proved invalid and worthless.
Held, that although T. was innocent of the fraud, yet he must not be allowed to gain by it, and he, therefore, was still liable as surety, notwithstanding the erasure of his name.