

DIGEST OF ENGLISH LAW REPORTS.

gagge got judgment against them, and an order to charge the wife's income as it came due. *Held*, that the restraint on anticipation could in no case be evaded or set aside, even in case of such gross fraud.—*Stanley v. Stanley*, 7 Ch. D. 589.

APPOINTMENT.

A testator gave real and personal property, in trust for his widow for life, and at her death for his children, as she should by deed or will appoint, and in default of appointment, to them equally. A son covenanted by his antenuptial settlement that if he received anything under his father's will, by virtue of any power of appointment, or in default of appointment, he would settle the same on the settlement trusts. The testator's widow subsequently, by deed containing power to revoke, appointed property to the son absolutely. The son then went through bankruptcy; and finally the widow died, without having revoked her appointment. *Held*, that the son had an interest under the will in the property before the widow appointed it to him, and therefore the trustee in bankruptcy was not entitled to it as against the trusts of the marriage settlement, under sect. 91 of the Bankruptcy Act.—*In re Andrews' Trusts*, 7 Ch. D. 635.

See POWER.

ASSIGNMENT.

B. proved against the estate of I., a bankrupt, for a certain sum; and then, for consideration, agreed to "undertake to pay over" to C. all the dividends coming to him in respect of the claim. B. subsequently went into bankruptcy. *Held*, that the above transaction was a valid assignment of a chose in action.—*In re Irving*. *Ex parte Brett*, 7 Ch. D. 419.

See COVENANT, 3.

ATTORNEY AND CLIENT.

1. Defendant, a Scotch advocate, was legal adviser and agent for two ladies, as trustees for their father's estate. Under his direction, two houses belonging to the estate were sold, nominally to defendant's brother, but in reality defendant himself was the purchaser, though without the knowledge of his clients. *Held*, that the purchase could not be enforced.—*McPherson v. Watt*, 3 App. Cas. 254.

2. During the progress of a suit, the plaintiffs mortgaged their interest in the estate concerned in the suit to the defendants therein. The plaintiffs' solicitor sanctioned the mortgage, and subsequently got his costs in the said suit charged on the plaintiffs' interest in the estate. *Held*, that under the circumstances the mortgage must be postponed to the costs, as the defendants must be held to have known of his lien when they took the mortgage.—*Faithful v. Even*, 7 Ch. D. 495.

BANK.—See BILLS AND NOTES, 4.

BANKRUPTCY.—See ANNUITY; APPOINTMENT; ASSIGNMENT; COMPOSITION; FIXTURES, LEASE.

BEQUEST.

J. bequeathed "£1,000 D stock of the Lrailway . . . now standing in the books of the company in the names of . . . the trustees of my marriage settlement . . . which stock it is my intention to have transferred into my name . . . unto G., C., and A., in trust for G." Shortly after the date of the will the L. railway paid off the stock; and just before his death testator had the amount received for it invested in the stock of the Y. railway, in the

names of the trustees of his marriage settlement. *Held*, that there was ademption of the specific legacy, and the Y. railway stock belonged to the residuary legatees. *Le Grice v. Finch* (3 Mer. 50) and *Clark v. Browne* (2 Sm. & Giff. 524) criticised.—*Harrison v. Jackson*, 7 Ch. D. 339.

BILL OF LADING.

A bill of lading for a cargo of wheat, shipped at New York for Glasgow, contained an exemption from liability for loss from perils of the sea, or loss due to the negligence of the officers or crew of the ship. The cargo was injured by sea-water admitted into the hold, as the jury found, five days after sailing, through a port-hole negligently left unfastened by the crew; but the jury did not find whether the port-hole was left unfastened before the sailing or subsequently. *Held*, that the case must be remanded for a finding on this point, the question of liability depending upon whether the implied warranty of seaworthiness at the commencement of the voyage had been complied with.—*Steel et al. v. The State Line Steamship Co.*, 3 App. Cas. 72.

BILLS AND NOTES.

1. The plaintiff, a merchant in London, procured a loan of £15,000 of the defendant bank, on the security of a cargo of goods in transit to Monte Video, and of six bills of exchange drawn by him on S., the consignee of the goods in Monte Video, and accepted by the latter. Two of these bills having been paid and two dishonoured, the defendant bank, through its branch in Monte Video, proposed to sell the goods at once, when the plaintiff wrote the defendant not to sell, and sent his check for £2,500, as additional security, adding, that when the bills were paid "you will of course refund us the £2,500." The defendant drew the check; and, the other two bills having been dishonoured, the defendant took proceedings against S., as a result of which the goods were, with plaintiff's consent, sold, and the bills, without plaintiff's knowledge, delivered up to S. cancelled. The proceeds of the goods were insufficient, even with the £2,500, to satisfy the claim. *Held*, that the plaintiff could not recover the £2,500 from the defendant.—*Yglesias v. The Mercantile Bank of the River Plate*, 3 C. P. D. 60.

2. A bill of exchange drawn by a firm in one country upon the same firm in another country, and accepted in the latter place, is perhaps strictly a promissory note; but the holder may treat it either as a promissory note or as a bill of exchange; and where it appears to have been the intention that it should be negotiable in the market as a bill of exchange, it should be treated as such.—*Williams et al. v. Ayers et al.*, 3 App. Cas. 133.

3. By 19 & 20 Vict. c. 97, § 6, "no acceptance of a bill of exchange, inland or foreign, shall be sufficient to bind or charge any person, unless the same be in writing on such bill, and signed by the acceptor, or some person duly authorized by him." *Held*, that the word "accepted," written across the face of the bill, and unsigned, did not satisfy the statute.—*Hindthorpe v. Blakey*, 3 C. P. D. 136.

4. The plaintiffs, holders of a promissory note payable at the M. branch of the defendant bank, and drawn by parties having an account at the Y. branch of the said bank, deposited it with the S. branch of said bank, to be sent to the M. branch for collection. The M.