

executing the power in favour of other persons than the trustees of the settlement. The suit was brought against the beneficiaries under the deceased wife's will, claiming that the covenant should be specifically performed, and that, notwithstanding the appointment made by her will, they were entitled to the fund appointed. For the executors of the deceased wife, it was contended that as the power was to be exercised by will she could not by covenant affect the rights of those entitled in default of appointment. The trustees of the settlement, on the other hand, claimed that the beneficiaries under the will were volunteers, and their rights could not prevail against those entitled under the settlement, as they were claiming for valuable consideration. Stirling, J., was of opinion that specific performance of the covenant could not be decreed, but he was of opinion that the wife's estate was liable in damages for the breach of the covenant, and that the measure of the damages was the value of the property appointed by the will, and that the property so appointed was thereby made assets for the satisfaction of the debts of the wife, including the trustees' claim, which was an ante-nuptial debt of the wife.

Reviews and Notices of Books.

Reports of the Exchequer Court of Canada. Reported by Charles Morse, LL.B., and published by L. A. Audette, LL.B., Registrar of the Court.

The first number of the third volume of the Exchequer Court Reports has made its appearance. It contains, in addition to cases determined on the Exchequer side of the court, several important cases in maritime law decided by the local judges in admiralty. We understand that the second number, now in press, contains the recent decision of Sir Mathew Begbie, C.J. (Local J. in British Columbia), in the celebrated sealing case *re The Oscar and Hattie*. Such cases as these make the reports invaluable to those of the profession engaged in admiralty cases.