

## RECENT ENGLISH DECISIONS—LAW SOCIETY.

that she will act justly to our children in dividing the same when no longer required by her." The Privy Council held that the wife took an absolute interest. In their judgment their Lordships say: "Considering the nature of the property, which includes a number of articles as to some of which the use is equivalent to the consumption; to the nature of the first gift, which, although not expressed in terms to be an absolute gift, is quite unlimited, and is legally an absolute gift; and and to the fact that the first gift is only cut down by words which do not constitute a direct gift, but are to operate through an influence upon the conscience and feelings of the wife, their Lordships cannot come to any other conclusion than that the testator intended his wife to use the property according to her requirements. That is equivalent to a absolute gift." And more generally: "Their Lordships are of opinion that the current of decisions now prevalent for many years in the Court of Chancery shews that if the doctrine of precatory trusts were applied to the present case it would be extended far beyond the limits to which any previous case has gone. No case has been cited, and probably no case could be cited, in which the doctrine of precatory trusts has been held to prevail when the property said to be given over is only given when no longer required by the first taker. Now these rules are clear with respect to the doctrine of precatory trusts, that the words of gift used by the testator must be such that the Court finds them to be imperative on the first taker of the property, and that the subject of the gift over must be well defined and certain."

The remaining July numbers of the Law Reports which remain for service, consist of 9 Q. B. D. p. 1-13; 7 P. D. p. 101-117; and 20 Ch. D. p. 229-441.

## AWARD AND SATISFACTION—DELIVERY OF CHEQUE.

In the first of these, the first case which requires mention is *Goddard v. O'Brien*, p. 37. In this case, A. being indebted to B. to

the amount of £125, for goods sold and delivered, gave B. a cheque for £100, payable on demand, which B. agreed to accept in satisfaction. The question was whether this was a good award and satisfaction. On the negative side, it was argued that the case fell within the rule laid down by Brett, C.J., in *Cumber v. Vane*, Str. 426, that a debt is not satisfied by a receipt of a security of equal degree for a smaller sum. The Divisional Court, however, held in favour of the affirmative. Grove, J. says:—"The difficulty arose from the rule laid down in *Cumber v. Vane*. But that doctrine has been much qualified, and I am not sure that it has been over-ruled. In *Sibree v. Tripp*, 15 M. & W. 23, the judgments of Parke and Alderson, D.B., and strong expressions of a contrary opinion." And he adds, "to say that you may receive something which is not money,—a chattel, for instance, of inferior value; but that you cannot receive money, is to my mind a very singular state of the law. I cannot see why the same reasoning should not apply to a chattel as to money." On the subject of the state of the law in this respect, the amusing language of Jessel, M. R., in *Couldery v. Bartram*, L. R. 19 Ch. D. 399 (noted *supra*, p. 210), may be cited. In *Goddard v. O'Brien*, Huddleston, B., says the rule cannot be better stated than it is in the notes to *Cumber v. Wane*, Smith's L. C. 8th Ed. at p. 366.

## LAW SOCIETY.

TRINITY TERM, 46TH VICTORIA, 1882.

The following is the *resume* of the proceedings of the Benchers on the 27th June, and during Trinity Term. Published by authority.

During Trinity Term the following gentlemen were called to the Bar, namely:—

Mr. J. D. Cameron and Mr. C. W. Oliver, with honors, and Messrs. J. C. F. Bown, C. J. Leonard, E. E. Kittson, V. A. Robertson, L. E. Dancy, J. H. Ingersoll, H. W. Hall, R. A.