

of succession duty under the following circumstances. In pursuance of a power of appointment in a marriage settlement the appointor appointed that so much of the stocks and securities held by the trustees "as shall be sufficient to raise the net sum of £2,000" should, subject to the life interest of the appointor, "henceforth belong to and be vested in" E., an object of the power, and be held in trust for him. Stirling, J., was of opinion that the appointee took subject to the payment of succession duty, but the Court of Appeal (Lindley, M.R., and Chitty and Williams, L.JJ.) reversed his decision and in doing so differ from *Banks v. Braithwaite*, 32 L.J. Ch. 35, on which, Stirling, J., relied.

TENDER—CHEQUE—SOLICITOR.

In *Blumberg v. Life Interests and R. S. Corp.* (1898) 1 Ch. 27, the Court of Appeal (Chitty and Williams, L.JJ.) have affirmed the decision of Kekewich, J., (1897) 1 Ch. 171 (noted ante vol. 33 p. 284.) It may be remembered that the question before Kekewich, J., was as to the validity of a tender by cheque to a solicitor of mortgagees, and his decision was that a solicitor has no implied authority to accept a cheque; and that a tender made in that way is not a valid legal tender. But in the Court of Appeal the case seems somewhat to have turned on the fact that the sale made by the mortgagees had been effected for an excellent price, which was not denied, and that the appellants had no grievance, and that there was no point of law or substance justifying the appeal. This may perhaps be considered an affirmation of the point of law on which the case was decided by Kekewich, J., though the Court do not except in this general way refer to it.

TENANT FOR LIFE—REMAINDERMAN—REPAIRS.

In *re Freeman, Dimond v. Newburn* (1898) 1 Ch. 28, is a decision of North, J., on the question whether a tenant for life of real estate is liable to keep the estate in repair during his tenancy. The estate in question had been purchased by the trustees of a settlement in pursuance of a power therein contained, and which provided that the estate so purchased was to be held as personal estate. North, J., held on the author-