

Frauds. Byrne, J. held that it was, following a dictum of Lord Cairns in *Hussey v. Horne-Payne*, 4 App. Cas. 311; and, notwithstanding the shortness of the time, he considered it a proper case in which to decree specific performance of the contract.

**CONFLICT OF LAW—DOMICIL—SETTLEMENT—POWER OF APPOINTMENT—WILL.
—FOREIGN LAW RESTRICTING TESTAMENTARY POWER—PERSONAL PROPERTY.**

In re Megret, Tweedie v. Maunder (1901), 1 Ch. 547, involved a question which may sometimes arise in Canada. The question turned upon the effect of a marriage settlement made upon the marriage of an English woman with a domiciled Frenchman. By the settlement English personal property was settled by a settlement made in English form and vested in English trustees on such trusts as the intended wife should by will appoint, and subject thereto to her separate use. The wife died leaving issue and having made a will in pursuance of the power appointing the property. By the French law part only of a testator's property can be disposed of by will if the testator has issue living, and the question was whether this French law overrode the settlement. Cozens-Hardy, J. held that it did not.

**MARRIED WOMAN—PRESUMPTION—PAST CHILD BEARING—WIDOW OF 56 WHO
HAS HAD A CHILD.**

In re White, White v. Edmond (1901), 1 Ch. 570, by the will of a testator certain leaseholds were bequeathed to trustees in trust for his daughter Anna for life, and upon her decease, for her children who should attain twenty-one years, and if more than one, in equal shares as tenants in common. The daughter Anna had married and had one son. She subsequently lived with her husband twenty-four years without having had any other children. The son was now thirty-four years old and he and his mother now claimed that the trustees should convey the property to them on the ground that it must now be presumed that the mother was past child bearing. Buckley, J. held that they were entitled to the conveyance. He held that the principles which had been laid down in regard to spinsters applied also to a widow who had had a child.

ADVERTISING STATION—LICENSE—REVOCATION—NOTICE.

In *Wilson v. Tavenor* (1901) 1 Ch. 578, the plaintiff made an agreement with the defendant whereby the defendant agreed to