

1878 trustees were to hold a certain fund upon trust after the death of the wife for such persons as she should "during coverture by will or deed appoint" and in default of appointment then in trust for her next of kin. By her will made in 1884 in the lifetime of her husband she appointed the fund to her five brothers. The husband died in 1886. In 1898 the widow made a codicil to her will making the plaintiffs executors of her will and in other respects confirming her will. She died in 1908 *discovert*. The question was whether the will was a valid appointment of the fund, and Eve, J., held that it was, that the will had been executed during coverture, and the fact that the testatrix subsequently died *discovert* did not have the effect of nullifying the appointment thereby made.

HUSBAND AND WIFE—JOINT AND SEVERAL PROMISSORY NOTE OF  
HUSBAND AND WIFE FOR DEBT OF THIRD PARTY—INFLUENCE OF  
HUSBAND—ABSENCE OF INDEPENDENT ADVICE—LIABILITY OF  
WIFE.

*Howes v. Bishop* (1909) 2 K.B. 390 is a case which will naturally attract attention, inasmuch as it bears on a point recently much discussed in Canadian courts. The facts were simple, the plaintiff had obtained judgment against a debtor, and it was agreed that the defendants in the present action, who were husband and wife, should give the plaintiff their joint and several note payable in instalments for the amount of the judgment. The husband, who had business relations with the judgment debtor, procured his wife to sign the note, without any independent advice, but the jury found that the transaction was sufficiently explained to her and that she understood, and that she knew she was signing a promissory note and incurring a possible liability for the benefit of the judgment debtor. The jury found that the signature of the wife was procured by the influence of the husband, but could not agree as to whether or not he had exercised undue influence. Upon these findings Jelf, J., gave judgment for the plaintiffs; and the Court of Appeal (Lord Alverstone, C.J., and Moulton and Farwell, L.J.J.) affirmed his decision. Lord Alverstone, C.J., and Moulton, L.J., were of the opinion that there is no general rule of universal application that the rule of equity as to confidential relationships necessarily applies to the relation of husband and wife so as to cast on the husband, or person who is suing the wife, the onus of disproving