

DIGEST OF ENGLISH LAW REPORTS.

2. An annuity given to a trustee for so long as he should execute the office of trustee under a will, was held to cease with the payment of the trust property to a person absolutely entitled.—*Hull v. Christian*, L. R. 17 Eq. 546.

ANTICIPATION.—See LEGACY, 2.

APPOINTMENT.

1. A testatrix, who had power of appointment in favor of five persons, or their respective issue, gave three of them £5 each, and gave all the rest and residue of her property, of whatever kind, and wherever situate, and over which she had any power of appointment, to the other two. *Held*, that the legacies of £5 were charged upon both the testatrix's personal property and the property over which she had the power of appointment, and that therefore the power was well exercised.—*Gainsford v. Dunn*, L. R. Eq. 405.

2. A testatrix appointed "all funds and properties, whatsoever or wheresoever, which have been or shall be purchased out of the savings of property to which I have been or shall be entitled for my use," to certain persons. *Held*, that a balance at the testatrix's bankers, which arose from savings from her separate estate, did not pass under the appointment.—*Askew v. Booth*, L. R. 17 Eq. 426.

3. R. had a power of appointment over two funds of £37,000 and £800 consols. R. made several appointments, and finally made a deed revoking all prior appointments, and directing his trustees to stand possessed of said sums of £37,000 and £800 consols, "or other the stores, funds and securities of which the same now consist, or hereafter may consist," upon trust as to £7,000 consols, for A. R. then made similar appointments for other persons of sums amounting to £37,000 consols, and he appointed the residue to C. At the date of said deed the trust-funds had been reduced by sales and reinvestments by the trustees to £27,000 consols and £8,000 cash. *Held*, that the appointment in favor of C. was of the residue, and not of a specific sum, and therefore failed altogether.—*De Lisle v. Hodges*, L. R. 17 Eq. 440.

See TRUST, 2.

ASSIGNEE.—See DISTRESS; LEASE, 2.

BAITING ANIMALS.

A match took place between two dogs, at £25 aside, as to which could take the greatest number of rabbits by running after them, in a field so walled around that the rabbits could not escape. *Held*, that such recreation was not "baiting animals."—*Pitts v. Millar*, L. R. 9 Q. B. 380.

BANKRUPTCY.

1. A debtor against whom execution had been issued handed to the sheriff on July 24th a bill of exchange, a check, and three bank-bills, in part payment of the debt, and the remainder was paid by another person in money. The creditors assented to this arrangement. On July 26th the debtor filed a petition in liquidation, and an injunction

was granted restraining the creditor and sheriff from proceeding farther; but the sheriff delivered the bill, check, bank-bills, and money to the creditor on July 28th. The trustee, under the liquidation, requested that the bill of exchange, check, and bank-bills, be delivered up to him. *Held*, that the bill of exchange, check and bank-notes were delivered under pressure, and might be retained by the creditor.—*Ex parte Brooke. In re Has-sall*, L. R. 9 Ch. 301.

2. By statute, a husband shall not by reason of marriage be liable for the debts of his wife contracted before marriage; but the wife shall be liable to be sued for, and any property belonging to her for her separate use shall be liable to satisfy such debts as if she had continued unmarried. Judgment was obtained against a married woman for a debt contracted before marriage. The woman had no separate property. *Held*, that the woman could not be adjudged a bankrupt.—*Ex parte Holland. In re Heneage*, L. R. 9 Ch. 307.

3. An action was brought upon an overdue bill against the acceptors. The defendants obtained leave to defend the suit, on paying £880 into court to abide the event of the suit. The defendant subsequently filed a petition in liquidation. *Held*, that the plaintiff in said action was a secured creditor, and that an inquiry must be made to ascertain how much of said £880 he was entitled to.—*Ex parte Banner. In re Keyworth*, L. R. 9 Ch. 379.

BEQUEST.—See APPOINTMENT, 1, 2; ILLEGITIMATE CHILDREN; MARSHALLING ASSETS; WILL.

CARRIER.

The defendant's horse was sent to S. on the plaintiff's railway, and on its arrival was sent to a livery stable, as there was no one at the station to receive it, and the plaintiff had no accommodation for horses. The defendant's servant came soon afterwards and demanded the horse, which the stable keeper said he might have on payment of 1s. 6d. The servant went away, and the defendant came to the station, where the station-master said he would pay all charges; but the defendant went away without the horse, and subsequently refused to receive him unless he were paid for his loss of time. The horse remained at the stable four months, incurring a bill of £17, which the plaintiff paid, and then sent the horse to the defendant, who received it. *Held*, that the defendant was liable for all of said livery charges.—*Great Northern Railway v. Swaffield*, L. R. 9 Ex. 132.

See STATUTE, 1.

CATTLE.

Pigs are cattle.—*Child v. Hearn*, L. R. 9 Ex. 176.

CHARGE.—See APPOINTMENT, 1.

CHARITY.—See MARSHALLING ASSETS, 2.

CHECK.—See DOCUMENTS, PRODUCTION OF.

COLLISION.

1. A steam ferry-boat ran across a river in a dense fog, with the knowledge that there