

HUSBAND AND WIFE—MARRIAGE CONTRACT—PROMISE BY WIFE'S FATHER TO LEAVE HER "A SHARE" OF HIS ESTATE—SPECIFIC PERFORMANCE.

In re Fickus, Farina v. Fickus (1900) 1 Ch. 331, was an action by husband and wife against the executors of the wife's deceased father's estate for the specific performance of a promise made by the wife's father prior to the plaintiffs' marriage to leave her "a share" of his estate. The promise was made in a letter to the intended bridegroom, in which the father, referring to his daughter, said: "She will have a share of what I have after the death of her mother," &c. After the marriage, the father had acquired a fortune of £100,000, but had only left the female plaintiff a legacy of £2,000. Cozens-Hardy, J., who tried the case, was of opinion that the statement in the letter did not amount to a contract, but was a mere expression of intention, and that on that ground the plaintiffs could not succeed; but even assuming it did amount to a contract, that the legacy of £2,000 satisfied the obligation. The action was, therefore, dismissed with costs.

BILL OF SALE—INTEREST ON DEBT AFTER SALE OF PROPERTY.

In *West v. Diprose* (1900) 1 Ch. 337, the plaintiff had given the defendant a bill of sale of chattels as security for a loan of £500 and interest thereon at the rate of £60 per cent. per annum, the principal to be repaid by monthly instalments. One monthly instalment only was paid, when the parties entered into an agreement that the mortgaged property should be sold, and the loan paid out of the proceeds. The sale having been made, the defendant claimed to hold the purchase-money and apply it in payment of his principal and interest as it fell due, according to the proviso for repayment, to which the plaintiff not unreasonably objected, and contended that he was only entitled to his principal and interest up to the date of sale. Cozens-Hardy, J., held that the defendant, having elected to proceed on the plaintiff's authority to sell the goods and apply the proceeds in payment of the debt, was bound to carry out the direction, and that from the moment the money was received interest ceased to run. This is another case which reveals the utterly unconscionable ways of some money-lenders. The wretch Gordon, referred to in a former note, we see has gone to his account, followed by a chorus of execration.