

## DIGEST OF THE ENGLISH LAW REPORTS.

void for remoteness; and that M.'s son had an absolute fee-simple in the estate.—*In re Brown and Sibly's Contract*, 3 Ch. D. 156.

2. H. by voluntary settlement assigned certain consols, mortgage debts, shares in a company, and furniture to trustees upon trust to pay her the dividends and allow her to use the furniture during her life; and after her death to invest and pay certain sums of money, part of the trust fund, in trust for certain specified *cestuis que trust*, and pay the residue of the trust moneys and deliver said furniture to F. By her will dated ten years after said settlement H. confirmed the settlement. F. died before H. H. retained possession of the securities for the mortgage debts, and part of such debts were received by her in her lifetime, and the remainder were received by the trustees. No legal transfer of said shares was made to trustees by H. *Held*, that the will perfected the settlement as being a testamentary settlement so far as regarded the shares, but not so far as regarded the mortgage debts received by H., and that the *cestuis que trust* who predeceased the testator could not take, and their shares went to the residuary legatee under H.'s will.—*Bizzev v. Flight*, 3 Ch. D. 269.

3. Personal property was settled in trust for such persons as W. should during coverture appoint, and subject thereto in trust for W. for life, and in case she survived her husband (which event happened) in trust for W. absolutely after the decease of her husband. Subsequently upon the marriage of her daughter, W. covenanted that £1,000 should be paid to the trustees of her daughter's settlement upon trust for the daughter for life, and after her decease in trust for her daughter's husband for life, with certain further trusts for children. W. by her will, which was expressed to be made in exercise of her above-mentioned power of appointment, bequeathed £1,000 upon trusts similar to those of the sum settled upon her daughter omitting the husband's life-interest. *Held*, that said personal property settled on the above trusts for W. was bound by her general engagements, and therefore by her covenant upon the marriage of her daughter; but that said bequest of £1,000 amounted to a satisfaction of said covenant.

W. received after her husband's death certain dividends, and railway stock, which she had purchased from the proceeds of a portion of said personal property. *Held*, that said dividends and stock did not pass under a bequest of residuary estate in W.'s said will.—*Mayd v. Field*, 3 Ch. D. 587.

4. A fund was settled on trustees upon trust to pay the income to A. for life, and after her death to her husband B. for life, and after the death of A. and B. upon trust to transfer the principal sum together with all dividends and interest which might be then due thereon unto and amongst all the children of A. and the issue of such children, in equal proportions, to be paid or transferred to such children as should be sons, at the age of twenty-one years, and to such children as should be daughters, at the age of twenty-one years or day of marriage whichever should first happen, the issue of any child whose parent should die before his or her share should become payable to be entitled to the share which his or her parent would have been entitled to if living. A. died leaving two children who had attained twenty-one, and a grandchild, the plaintiff, who was the son of a deceased child of A., who had attained twenty-one in A.'s lifetime. *Held*, that the plaintiff was entitled to one-third of said fund.—*Day v. Radcliffe*, 3 Ch. D. 654.

5. Upon the marriage settlement of A. and B. they covenanted that any real or personal estate to which A. (the wife) then was, or during the coverture should become, entitled, should be settled upon the trusts of the settlement. At the date of the settlement A. was entitled upon her death without issue to one moiety of a trust fund subject to a life-estate of B. *Held*, that A.'s contingent reversionary interest in said trust fund was bound by said covenant and did not pass to B., her husband.—*Cornwell v. Keith*, 4 Ch. D. 767.

6. P. being free from debts and liabilities settled, in 1858, £1,000 in trust to pay the income to himself until he should assign, charge, or otherwise dispose of the same by anticipation, or until he should be found or declared a bankrupt, and then upon trust to pay the income to his wife for life; remainder upon trusts for children with ultimate remainder in P. In 1873, P. entered into business, and in 1875 was adjudged a bankrupt. *Held*, that said settlement was void *in toto* as against creditors.—*In re Pearson. Ex parte Stephens*, 3 Ch. D. 807.

7. Real estate was devised to a woman with an expression of wish that in case the woman should marry, she should before marrying settle the estate for her own use for life, and to such uses as she should by will, and notwithstanding coverture, appoint. The woman married and had a child, and subsequently joined with her husband in a deed purporting to be in execution of said wish, whereby said estate was settled upon certain trusts for the wife, her husband, and their children. Subsequently the husband and wife mortgaged the estate without informing the mortgagee of the settlement. *Held*, that the settlement was for good consideration and was not void against the mortgagee under 27 Eliz. c. 4.—*Teasdale v. Braithwaite*, 4 Ch. D. 85.

## SEE APPOINTMENT.

SHAREHOLDER.—See PARTNERSHIP; WILLS, 2.

SHIP.—See INSURANCE, 3; MORTGAGE, 2.

SOLICITOR'S LIEN.—See LIEN, 1.

SPECIFIC APPROPRIATION.—See BILLS AND NOTES, 1; ESTOPPEL.

SPECIFIC BEQUEST.—See LEGACY, 3, 5.

SPECIFIC PERFORMANCE.—See COVENANT; VENDOR AND PURCHASER, 1.

## STATUTE.

By statute any person who should "wilfully throw" rubbish into certain rivers, or "any drains, trenches, or watercourses thereunto belonging," was subjected to a fine. A tanner discharged his rubbish at a distance of four miles from one of said rivers, into a small natural stream which ran into such river. *Held*, that said "drains, trenches, or watercourses," comprised only artificial watercourses made by man; and that refuse thrown into the stream by the tanner in the course of his trade was not thrown in "wilfully" within the meaning of the statute; and that the tanner was not therefore subject to a fine.—*Smith v. Barnham*, 1 Ex. D. 419.

See HOTEL-KEEPER; LIMITATIONS, STATUTE OF; TRADE-MARK, 2.

STATUTE OF FRAUDS.—See FIXTURES; FRAUDS, STATUTE OF; VENDOR AND PURCHASER, 2.

STATUTE OF LIMITATIONS.—See LIMITATIONS, STATUTE OF.