

DIGEST OF ENGLISH LAW REPORTS.

business at another place. In November, 1866, C. being then, as afterwards appeared, in insolvent circumstances, married; by an ante-nuptial settlement, it was recited that C. was indebted to his intended wife in the sum of £20,000; and C. covenanted with the trustees therein that, on or before Dec. 25, 1867, he would pay them the said £20,000; that he would become possessed in fee of the said mills; and that the trustees should then lend C. the £20,000, receiving therefor a mortgage of the mills. The £20,000 was to be held for the benefit of the wife for life, remainder to C. for life, or until (*inter alia*) his bankruptcy, remainder to the children. In default of children, the wife had, during C.'s life, a power of appointment by will. It was not true that C. owed his intended wife anything. C. acquired the fee in the mills; and in 1869 the mortgage to the trustees was executed, reciting that the trustees had advanced C. £20,000 thereon; but, in fact, no money passed. In December, 1872, C. became bankrupt, and his trustee in bankruptcy prayed that the indentures of 1866 and 1869 might be declared void. It appeared that Mrs. C. was a foreigner, and knew very little English, and that she did not understand any thing of the marriage settlement, except that she was to have £20,000. She was ignorant of the recital about the debt and of her husband's insolvent condition at the time of the marriage. *Held*, that the settlement and mortgage were good against the creditors, so far as the wife and children were concerned. — *Kewan v. Crawford*, 6 Ch. D. 29.

3. A covenant in a marriage settlement to settle after-acquired property in a certain manner for the wife and children of the marriage was *held* to apply only to property acquired during the marriage, and did not apply to property coming to the widow after the husband's death. — *In re Campbell's Policies*, 6 Ch. D. 686.

4. In a marriage settlement, on the marriage of his daughter, in 1833, N. covenanted that one-third of his property should, on his death, be settled to his daughter and her husband for their respective lives, and then to their children in equal shares. A daughter of this marriage died in 1861, leaving a husband, who died before 1871, and two children. N. died in 1871, leaving a will, by which he directed his "just debts" to be paid, gave several legacies, and finally gave a sum named and a part of the residue to trustees for his nephews and nieces, and the two children of the grand-daughter above-mentioned, in equal shares. The will made no mention of the marriage settlement. *Held*, that the children must elect whether to take under the settlement or under the will. The liability under the settlement was not to be reckoned among the "debts" of the testator. — *Bennett v. Houldsworth*, 6 Ch. D. 671.

5. In ante-nuptial settlement, H., the in-

tending husband, made a covenant that in case, during the joint lives of himself or his intended wife, "any future portion or real or personal estate" should come to or devolve upon her or him in her right, under a certain will named, or any other will, donation, or settlement, or in any manner, "whether in possession, reversion, remainder, contingency, or expectancy," the husband, and all other necessary parties, would concur with the wife in all reasonable acts to settle "all such future portion, real or personal estate," according to the settlement then being made. The intended wife was entitled at that time, contingently on the happening of two events, to a fund under the will named. These two events happened during her coverture. *Held*, that this fund was subject to the settlement by force of the above covenant. — *In re Mitchell's Trusts*, 6 Ch. D. 618.

6. By a post-nuptial settlement, a husband and wife settled property belonging to the wife to the use of the wife during life, with power of appointment by will in the wife, and, in default of such appointment, to the use of her children. The wife had power during her life to lease at rack-rent, which power was to continue in the trustees for twenty-one years after her death; and the trustees could, with her consent, during her life, sell and exchange the property, and, after her death, could sell and exchange it in their discretion. There were children. *Held*, that the settlement was for valuable consideration, under 27 Eliz. c. 4, and good against a subsequent mortgage. — *In re Foster and Lister*, 6 Ch. D. 87.

See HUSBAND AND WIFE.

SHERIFF.

Held, that a sheriff had made in substance a levy, and was entitled to his poundage and fees, where he went to the debtor's house with a warrant and demanded payment, and told the debtor he should go on to sell if the amount was not paid, and the debtor paid. — *Bissicks v. The Bath Colliery Company, Limited*. *Ex parte Bissicks*, 2 Ex. D. 450.

SHIFTING CLAUSE.—See CONSTRUCTION.

SLANDER.—See LIBEL AND SLANDER.

SOLICITOR.—See ATTORNEY AND CLIENT.

SPECIFIC BEQUEST.—See BEQUEST; WILL, 7.

SPECIFIC PERFORMANCE.

1. An agreement for a lease for thirty years was duly executed Sept. 5, 1876, but it did not state when the lease was to begin. It appeared that the proposed lessor knew the purpose for which the premises were leased and to be used; but he refused to complete the lease, and the lessee was kept out for a good many weeks. On a suit for specific performance and for damages, *Held*, that the agreement was a sufficient memorandum under the Statute of Frauds, and under it the lease must be held to commence immediately, and that there must be specific performance and damages for the plain-