

Ir. Rep.] THE GALWAY ELECTION PETITION—DIGEST OF ENGLISH LAW REPORTS.

for by the parties? We think they should be paid for, but not as charges for brief, but specifically what was paid for them should be allowed, and the attorney's expenses incident to procuring them. It was said that three counsel were allowed, and that they should take down the notes. I think when a counsel is in a case he should act as counsel and not as a mere note-taker. As to the expenses of the witnesses, the registrar's certificate is not indispensable, the master should allow all witnesses, *bona fide* summoned, no matter whether examined or not. We think the party is not bound to examine every witness he summons. As to the objection that the registrar did not give his certificate till after the judge's term of office had expired, our previous decision renders it unnecessary to decide this point, but we have doubt that the registrar could give his certificate even now. As to the application of the respondent, to reduce the taxation of the master, one of the items was to disallow the fees paid to counsel for daily consultations where it did not appear that difficult points or unexpected complications had arisen during the trial. If that was so the master would have had to have re-tried, not only the Galway election petition, but also have decided what matters required consultations. As to the witnesses who were examined to prove treating, the report of the judge was generally against the respondent, and we decline to go behind that.

MORRIS, and LAWSON, JJ., concurred.

DIGEST.

DIGEST OF ENGLISH LAW REPORTS

FOR MAY, JUNE AND JULY, 1873.

(From the *American Law Review*.)

ABANDONMENT.—See INSURANCE, 3.

ACTION.—See COSTS, 1; EXECUTORS AND ADMINISTRATORS, 1; FRAUDS, STATUTE OF, 2; INNKEEPER.

ADMINISTRATION.—See EXECUTORS AND ADMINISTRATORS; MARSHALLING ASSETS.

ADVERTISEMENT.—See AUCTION.

AGENCY.—See PRINCIPAL AND AGENT.

ALIMONY.

The court can allow permanent alimony upon a petition filed after decree of divorce.—*Covell v. Covell*, L. R. 2 P. & D. 411.

AMALGAMATION.—See COMPANY, 3.

ANTICIPATION.

W., who had a power of appointment over a fund subject to a trust to herself for life

without power of anticipation, executed the power in favor of her mother. Subsequently she purported to execute the power in favor of her husband, who was enabled, by depositing the appointment as security, to obtain advances from the plaintiff. *Held*, that the plaintiff was not entitled to impound the income of said fund during the life of W.—*Arnold v. Woodhams*, L. R. 16 Eq. 29.

APPEAL.—See TENDER.

APPOINTMENT.

A testator devised property in trust for A. for life and after A.'s death upon trust for A.'s children or some of them, as A. should by deed or will appoint. A. by will appointed a sixth of said property in trust for each of her six children living at the testator's decease for life, remainder to be held upon such trusts and for such purposes as each child should by will appoint, with limitations over in default of such appointment. *Held*, that A.'s power of appointment was well executed.—*Slark v. Dakyns*, L. R. 15 Eq. 307.

See ANTICIPATION; LIEN, 2; POWER, 1; PRIORITY; SETTLEMENT.

ATTORNEY.

By statute, notice of appeal must be signed "by the person giving the same or by his attorney." A notice of appeal signed by a clerk of the appellant's attorney, with authority of the appellant, *held*, valid.—*Regina v. Justice of Kent*, L. R. 8 Q. B. 305.

AUCTION.

Advertising a sale by auction does not amount to a contract with any one who may act upon the advertisement, that there will be a sale.—*Harris v. Nickerson*, L. R. 8 Q. B. 286.

See VENDOR AND PURCHASER, 1.

AWARD.—See SPECIALTY DEBT.

BANK.—See LIEN, 2.

BANKRUPTCY.

1. A plea that the plaintiffs' claim on a contract, giving them a fraudulent preference, must aver that proceedings in liquidation had begun or were imminent when the contract was entered into.—*McKewan v. Sanderson*, L. R. 15 Eq. 229.

2. When a person had been adjudicated insolvent upon his own petition in Australia, upon a question whether a fund belonged to the insolvent in England, the court refused to consider whether claims allowed in Australia had been there properly proved.—*In re Davidson's Settlement Trusts*, L. R. 15 Eq. 383.

3. By statute all goods in the possession, order, or disposition of a bankrupt trader by consent of the true owner, of which goods the bankrupt is reputed owner, are property of the bankrupt divisible among his creditors. Certain butts of whiskey were sold by C. in Liverpool, and delivery orders sent to the purchaser, and a warrant stating that C. held said butts to the order of the purchaser, who was to pay a warehouse rent. It was shown