STATUTE OF FRAUDS—INTEREST IN LAND—AGREEMENT TO PAY A SUM IF INTEREST IN LAND ACQUIRED—STATUTE OF FRAUDS (29 CAR. 2, C. 3)—S. —(R.S.O. c. 338, s. 5).

Boston v. *Boston* (1904) 1 K.B. 124, was a curious sort of case. A husband claimed to recover from his wife £1,400, under an agreement, whereby the wife agreed that if her husband would buy the residue of a lease of a particular house, she would pay him the amount expended in the purchase. The husband accordingly bought the lease; the wife set up as a defence that the contract was not in writing, and was therefore void under the Statute of Frauds, s. 4 (R.S.O. c. 338, s. 5). Wills, J., who tried the action, gave judgment in favour of the husband, and the Court of Appeal (Collins, M.R., and Mathew and Cozens-Hardy, L.JJ.) affirmed his decision, holding that the contract was not within the Statute, because it created no obligation to acquire an interest in land, it was rather a contract of indemnity.

POST NUPTIAL SETTLEMENT—POWER OF REVOCATION WITH CONSENT OF TRUSTEES — PARTIAL REVOCATION CONSENTED TO SUBJECT TO OTHER PROPERTY BEING SETTLED—VOLUNTARY SETTLEMENT—"PURCHASERS FOR VALUE."

In re Parry (1904) 1 K.B. 129, although a bankruptcy case, seems to deserve attention. The bankrupt in 1899 by a post-nuptial deed settled property upon trust for himself for life and after his death upon trusts for his widow and children, with an ultimate trust, in default of issue, for his next of kin. The deed was subject to a power of revocation with the consent of the trustees. In 1902 the bankrupt applied to the trustees to consent to a partial revocation as to £1,600 of the trust property, which they consented to on the terms of the bankrupt settling other property, including his life interest under the deed of 1899, and also a reversionary interest to which he had since become entitled. The bankrupt agreed to this and assigned to the trustees his life interest under the deed of 1899 and the reversionary interest upon trusts which gave the trustees an absolute discretion to apply the income during his life for the benefit of the bankrupt or his wife or children, and subject thereto upon similar trusts as in the deed of 1899, with a like power of revocation. In September, 1903, the settlor was adjudicated bankrupt, and his assignee applied to set aside the deed of 1902, and the trustees resisted the