

SELECTIONS.

fact that most of the prominent equity lawyers are connected with the Liberal party politically, and this may, no doubt, have caused their claims to promotion to the Bench to be ignored. There is also the difficulty resulting from inadequate salaries, which no doubt deters leaders of the Bar from accepting judicial office. Neither of these obstacles to a proper selection are, however, insuperable.

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INSURANCE FOR WIDOW AND CHILDREN UNDER THE MARRIED WOMEN'S PROPERTY ACT, 1870.

A recent case before Mr. Justice North (*Re Seyton; Seyton v. Satterthwaite*, 56 L. T. Rep. N.S. 479; 34 Ch. Div. 511) has removed the doubts which have long hung over sec. 10 of the Married Women's Property Act, 1870 (33 & 34 Vict. c. 93).^{*} By that section "a policy of insurance effected by any married man on his own life, and expressed upon the face of it to be for the benefit of his wife, or of his wife and children, or any of them, shall enure and be deemed a trust for the benefit of his wife for her separate use, and of his children, or any of them, according to the interest so expressed, and shall not, so long as any object of the trust remains, be subject to the control of the husband, or of his creditors, or form part of his estate. . . . If it shall be proved that the policy was effected and premiums paid by the husband with intent to defraud his creditors, they shall be entitled to receive out of the sum secured an amount equal to the premiums so paid." The first time that questions were raised on the meaning of this clause was in *Re Mellor's Policy Trusts* (6 Chy. Div. 127; 7 Chy. Div. 200). There the policy contained a recital that the assured had proposed to effect an in-

surance with the company upon his own life for the benefit of any wife, and also of any children or child who might survive him, and by the policy the capital stock and funds of the company were charged with and made liable to pay to such person as should be competent, or entitled, to give a good receipt and discharge for the same under the Act, within three calendar months after proof satisfactory to the directors of the company should have been given of the death of the assured, for the benefit of his wife and children or child, the full sum of £400, together with all other moneys payable thereunder, and all benefit thereof. The interests to be taken by the widow and children of the assured were not further or otherwise expressed upon the face of the policy. The assured left a widow and two daughters, and by his will he gave all his property to his widow absolutely, and appointed her one of the executors, and she proved the will alone. The widow and children then petitioned the court for a declaration of their rights and interests in the policy moneys, and asked for a distribution either as upon an intestacy, or else to the widow for life, with remainder to the children, according to the usual trusts of a settlement. Vice-Chancellor Malins refused the former alternative, because the words of the Act are that it is to be deemed a trust for the widow for her separate use. The money was therefore, he decided, to be held by the trustee, when appointed, upon trust for the widow for life, with remainder to her children, according to the usual trusts of a settlement, and with an ultimate remainder, if either daughter attained twenty-one or married, for the widow absolutely. Shortly afterwards an application was made in the same case that, as the husband had died intestate, and the income of the money to be received under the policy would be inadequate for the maintenance of the widow and children, the fund might be applied according to the provisions of the Statute of Distributions. The Vice-Chancellor held that he could interpret the provision in the 10th section as meaning that the fund "was to be held for the separate use of the widow as against a husband so long as the woman was married, and that it did not mean that a woman formerly married, but whose husband was dead, could

^{*} See R. S. O. c. 120, s. 16.