

## RECENT ENGLISH DECISIONS.

their property, and that the Infants Settlement Act only removed the disability of infancy, but did not remove the disability of coverture, and therefore because the settlement in question could not have been validly made by an adult married woman, neither could it be validly made by an infant married woman, and the payment over to the trustees of the part of the fund in which the tenant for life had relinquished her life estate, though it has the effect of subjecting this part of the fund to the terms of the settlement, yet it was held it had no effect as regards the rest of the fund. While admitting therefore that the settlement, if ante-nuptial, would have been binding on the married woman, the court held that being post nuptial the disability of coverture prevented its being operative to any greater extent than it would have been had the lady been of full age. The principles enunciated in this case, however, do not appear to us to be reconcilable with what was done in the case of *Re Dixon*, above referred to.

ECCLESIASTICAL BENEFICE—RESIGNATION—REVOCATION BEFORE ACCEPTANCE.

Nearly fifty pages of the reports are taken up with the discussion of a point of ecclesiastical law in *Reichel v. Bishop of Oxford*, 35 Chy. D. 48. The plaintiff, a beneficed clergyman, had been publicly accused of immorality, and on being required by his bishop to clear his character, he indicted his accuser for libel, but failed to obtain a conviction. In May, 1886, his bishop intimated to him that he expected him to resign his benefice without delay, and after some negotiation the plaintiff agreed to do so, on the understanding that his resignation would not be formally accepted by the Bishop until 1st October following, and that in the meantime the plaintiff should have leave of absence, making due provision for the duties of the parish. The 1st October being named in order that the plaintiff might not be deprived of the emoluments he had earned. The plaintiff then executed a formal resignation in the presence of two witnesses, which was delivered to the bishop. Before the 1st October the plaintiff executed an instrument purporting to revoke this resignation, and the present action was brought to obtain a declaration that the resignation was invalid, or at all events that it had been duly revoked. On be-

half of the plaintiff it was contended that the resignation was invalid because it was not made to the bishop in person or executed in presence of a notary; and because it was executed subject to a condition that it should not come into operation until a future date; and because it was withdrawn before acceptance. But the Court of Appeal (affirming North, J.) overruled all these objections and held the resignation to be valid and irrevocable.

MARRIED WOMAN—SEPARATE ESTATE—SIMPLE CONTRACT DEBT—STATUTE OF LIMITATIONS (21 JAC. 1, C. 16).

*Re Hastings, Hallett v. Hastings*, 35 Chy. D. 94, disposes of a question of some importance affecting the law of married women. In 1875 a married woman borrowed money from her husband, upon a parol agreement to repay it with interest. She died in 1884, without having paid anything on account, or given any acknowledgment in writing of her liability to pay the debt. After her death her husband claimed repayment out of her estate. But it was held by the Court of Appeal (affirming Kay, J.) that by analogy to the Statute of Limitations the claim was barred.

MORTGAGE—AFTER ACQUIRED PROPERTY—UNCERTAINTY.

*In re Clarke, Coombe v. Carter*, 35 Chy. D. 109, the question was whether or not an assignment by way of mortgage of all the mortgagor's household goods and farming stock, and "also all moneys of or to which he then was, or might during that security become, entitled under any settlement, will, or other document, either in his own right, or as the devisee or legatee or next of kin of any person;" and also all real and personal property "of, in, or to which the mortgagor was, or during that security should become, beneficially seized, possessed, entitled, or interested for any vested, contingent, or possible estate or interest," was sufficient to vest in the mortgagee a share of a testator's residuary estate to which the mortgagor became entitled subsequently to the date of the mortgage. It was contended by the mortgagor that the description was too vague and uncertain, but it was held by Kay, J., that the mortgage was sufficient in equity to pass the estate in question.