

married woman make a valid contract in respect of a contingent reversionary interest which cannot come into possession until after the coverture has ended, and it would appear to be also authority for saying that neither can she make any such contract in respect of any other contingent reversionary interest to which she may be entitled.

MARRIED WOMAN—RESTRAINT ON ANTICIPATION.

In re Spencer, *Thomas v. Spencer*, 30 Chy. D. 183, following *Re Bown*, 27 Chy. D. 411, Pearson, J., held that, where a testator directed surplus income of real or personal estate, after providing an annuity, to be accumulated during the life of his widow, and after her death he gave the capital to his children, and directed that the shares of his daughters should be for their separate use without power of anticipation or alienation during the mother's life; that the married daughters, during their mother's life, were not entitled to receive their share of the surplus income, but were only entitled to receive the income receivable from their shares of the accumulations when invested.

POWER OF APPOINTMENT—CONTINGENT EXERCISE OF.

In re Coulman, *Munby v. Ross*, 30 Chy. D. 186, is decision of Pearson, J., on the law of powers, in which he held that an appointment to an object of a power for life, with remainder to his next of kin, is valid in favour of the next of kin; provided that at the death of the tenant for life his next of kin are objects of the power. In other words, where the objects of the power are A. and his issue, a power exercised in favour of "A. and his next of kin" would be valid in favour of the next of kin, if they happened also to be the issue of A. This concludes our review of the cases in the November number of the *Law Reports*.

We had intended to refer at some length to the *Reil* case, but in view of the elaborate discussion it has received in the lay press we spare our readers. We propose, however, if we can find room hereafter, to publish the memorandum of the Minister of Justice on the subject as a record of the proceedings. Of the legality and righteousness of the course taken by the Government there is no room for doubt.

NOTES OF CANADIAN CASES.

PUBLISHED IN ADVANCE BY ORDER OF THE
LAW SOCIETY.

COURT OF APPEAL.

October 19.

FRADENBURGH V. HASKINS.

*Insolvent debtor—Husband and wife—Preference—
Fraudulent transfer of notes by husband to wife
—R. S. O. ch. 118.*

In an action impeaching the transfer of certain notes by an insolvent trader to his wife, the husband swore such transfer was made to secure her, the payment of moneys loaned by her. Immediately after such transfer he absconded from the Province. At the trial the jury found, in answer to questions put by the presiding judge, (1) that the husband at the time he absconded was not solvent and able to pay his debts in full; (2) that he knew himself at the time to be on the eve of insolvency; (3) that the transfer of the notes to his wife was not voluntary; (4) that the scheme of such transfer originated with him and not with his wife. The jury, however, failed to find with what intent the transfer was made, and gave a verdict in favour of the defendant (the wife), which, on motion in term, the judge refused to disturb.

On appeal this Court, being of opinion that the answers given by the jury did not afford sufficient ground for a decision under ch. 118, R. S. O., ordered a new trial, but under the circumstances directed each party to bear their own costs, both of the appeal and of the new trial.

J. K. Kerr, Q.C., for appeal.
Coulter, contra.