

contract of the married woman made thereafter binds her separate property which she may at that time or thereafter possess or be entitled to, and shall also be enforceable against all property she may become entitled to after she becomes discoverd; but by a proviso to the section, nothing therein contained is to render available to satisfy any such contract any separate property which "*at that time* or thereafter she is restrained from anticipating." The defendant at the time she entered into the contract for which the judgment was recovered, was entitled to a fund under a will which she was restrained from anticipating. This restraint had, after judgment, ceased by her subsequently becoming discoverd. The defendant then obtained an attaching order against this fund, which was set aside by Bucknill, J., and from his decision the plaintiff appealed, but the Court of Appeal (Smith and Williams, L.JJ.) upheld his decision, and held that the proviso exonerated property which *at the time of the contract* was subject to a restraint against anticipation, and that such property remained exempt from liability to satisfy the contract, even after the restraint had ceased. In R.S.O. c. 163, s. 4, the proviso is differently worded, and it is possible under it a different conclusion might be arrived at.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—PURCHASE BY TRUSTEE OF SETTLED ESTATE—TENANT FOR LIFE, ENTRY BY—PURCHASE MONEY, INTEREST ON, PAYMENT OF.

In *Ecclesiastical Commissioners v. Pinney* (1900) 2 Ch. 736, the Court of Appeal (Lord Alverstone, M.R., and Rigby and Collins, L.JJ.) have affirmed the judgment of Byrne, J., (1899) 2 Ch. 729 (noted ante, vol. 36, p. 91). The case was for specific performance of a contract for the sale of lands. The contract had been made in 1873 between the vicar of a parish with the assent of the ecclesiastical commissioners, and the trustees of a settled estate; the tenant for life under the settlement, with the approval of the trustees, had gone into possession and paid the interest on the purchase money ever since the purchase in 1873; it appeared, however, that the trustees of the settlement had not funds to meet the purchase money at the time of the contract, and it being uncertain what the land would be worth when they would be in a position to pay for it, the contract was held to be a speculative one, and not authorized by the trust, and consequently the trustees had no right to an indemnity out of the trust estate, and therefore