the will of 1881 by reference thereto in this recital. This question Jeune, J., decided in the negative, and he held that there was no such ambiguity as to make declarations by the testatrix of her intentions admissible.

PROBATE—WILL—CODICIL—UNATTESTED INTERLINEATIONS—INCORPORATION BY REFERENCE.

In the goods of Heath (1892), P. 253, is a somewhat similar case to the last. In this case a testator made various alterations and interlineations in his will, some of which were attested and others not. Among the latter was an interlineation giving a legacy of "£1,000 to each of my executors." In the body of the will he gave £10,000 to one of his executors, and in a codicil the testator recited that he had given a legacy of £11,000 to this particular person. Under this state of facts, the court held that the codicil incorporated the unattested interlineation because it showed that it had been made prior to the execution of the codicil.

INFANT—MARRIAGE SETTLEMENT—AGREEMENT TO SETTLE AFTER-ACQUIRED PROPERTY—REPUDIATION BY INFANT OF DEED MADE WHILE A MINOR—REASONABLE TIME.

In *Carter* v. *Silber* (1892), 2 Ch. 278, we are glad to find that the Court of Appeal has reversed the decision of Romer, J. (1891), 3 Ch. 553 (noted *ante* p. 106), in which he held that a man could, after the lapse of five years after attaining his majority, repudiate a marriage settlement made by him while an infant. The Court of Appeal (Lindley, Bowen, and Kay, L.JJ.) came to the conclusion that the settlement, being for the benefit of the infant, was not void, but voidable, and that if he wished to repudiate it he must do so within a reasonable time after attaining his majority, and that five years was an unreasonable time, and therefore his repudiation was too late. It may be observed that the Court of Appeal, in this case, seems to consider that the question whether an infant's deed is void or voidable turns on whether or not it is for the benefit of the infant, and that it is only when it is for his benefit that it is voidable; but it may be noted that our own courts seem to have arrived at the conclusion that the question of benefit or no benefit has nothing to do with the matter, and that even where an infant's deed is not for his benefit it is still only voidable; at least that we take to be the result of *Foley* v. *Canada Permanent*, 4 O.R. 38, where the decision of Boyd, C., was affirmed by the Divisional Court, and see other cases collected, R. & H. Dig. 1723.

MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT., C. 75), SS. 1, 5 (R.S.O., C. 132, SS. 3, 7)—MARRIED WOMAN—WILL MADE DURING COVERTURE PRIOR TO ACT—SEPARATE PROPERTY ACQUIRED AFTER THE ACT.

In re Bowen, James v. *James* (1892), 2 Ch. 291, a question arose as to the effect of a will made by a married woman during coverture prior to the Married Women's Property Act, 1882, as regarded separate property acquired by her after the Act came into force, the will being so framed as to dispose of after-acquired property; and Chitty, J., held that the after-acquired separate property passed under the will.