of the wife is a contingent reversionary interest—she has no interest whatever in *præsenti*. If she survives her husband she will be entitled in possession, but not for her separate use. She will be absolutely entitled as widow. The separate use only arises if she marries again. Under those circumstances I am asked to say that by virtue of the Married Women's Property Act an assignment by the wife passes her interest in the policy." After reading section 1 of the Act, he goes on to say: "It is said that the wife's interest in this case is 'separate property,' which she may thereafter acquire within the meaning of that section. I am of opinion that, according to the proper construction of that section, the contract must be entered into with respect to separate estate which the married woman has at the time of the contract. If she has entered into a contract and broken it, any separate property which she acquires afterwards is made liable for the breach of the contract which, under the Act, she was able to enter into by reason of her having separate estate. That is a very different thing from saying that her assignment passes a merely contingent reversionary interest to which she will become entitled if she survive her husband, and to which she may, if she marries again, be entitled for her separate use." So clear was the learned judge in this view that counsel who appeared for the trustees was not called on, and yet we cannot help thinking the learned judge has taken a very narrow view of the scope of the Act, and his conclusion has led to certainly an anomalous result. The learned judge seems to us to assume, without sufficient grounds, that the property which a married woman is entitled to dispose of under the statute must be property in possession. But anything that can be turned into money is surely rightly considered to be property, even though it be but a bare contingent reversionary right. We cannot help thinking, therefore, that the learned judge has not only given an unnecessarily restricted meaning to the Act, but has added one more case to the list of those which have imposed an interpretation of the Act contrary to its real spirit and intention.

NOTICE OF ACTION.

THE successful maintenance of many actions depends on the plaintiff being able to prove that before action he has served the defendant with a notice of his intention to bring the action. One of the principal statutes requiring this notice to be served is the Act to protect Justices of the Peace and other officers from vexatious actions (R.S.O. c. 73). This Act applies to all actions brought against any justice of the peace, or any other officer, or person fulfilling any public duty, for anything done in the execution of his office. The Act extends not only to public officers over which the Provincial Legislature has jurisdiction, but also to all public officers and persons discharging public duties, whether such duties arise out of the common law, or are imposed by Act of either the Imperial or Dominion Parliament.

By the tenth section of this Act, a calendar month's notice in writing of the intended action has to be delivered to the person against whom the action is intended to be brought, or left for him at his usual place of abode, by the party intending to bring the action, or by his attorney or agent, in which notice the cause of action and the Court in which the same is intended to be brought must be clearly and explicitly stated, and upon the back thereof is to be endorsed the name and place of abode of the party intending to sue, and also the name and place of abode, or of business, of his attorney or agent, if the notice be served by an attorney or agent.