

in tail and the executor of the deceased tenant. Kekewich, J., held that it had not, and that Locke-King's Acts had no application, as they only operate between persons taking through the debtor his real and personal estate.

HUSBAND AND WIFE—SETTLEMENT—ELECTION OF WIFE TO CONFIRM SETTLEMENT NOT ACTUALLY EXECUTED BY HER.

In *Greenhill v. North British & Mercantile Ins. Co.*, (1893) 3 Ch. 474, the question was whether a married woman was bound by a marriage settlement executed by her husband, but not by herself, on the ground that she had elected to confirm it. The settlement was a post-nuptial settlement made in pursuance of an ante-nuptial agreement to settle the wife's property, including a policy of insurance on the life of another, to which she was entitled. The memorandum of this agreement had been signed by the husband alone, and the settlement therein referred to was, after the marriage, executed by the husband alone. By a subsequent deed the wife assigned the policy to the trustees of the settlement, and subsequently, in pursuance of the power in the settlement on that behalf, mortgaged it. The policy having become payable, the wife claimed the money, and so did the mortgagees. Stirling, J., was clearly of opinion that the acts of the wife in assigning the policy, and subsequently mortgaging it under the power of the settlement, amounted to an election to confirm the settlement, and that she was as fully bound by it as if she had actually executed it; and that the mortgagees were, therefore, entitled to the money.

WILL—LIFE INTEREST—FORFEITURE ON ALIENATION—ASSIGNMENT OR ATTEMPTED ASSIGNMENT—DOCUMENT NOT IN CONFORMITY WITH REAL INTENTION OF PARTIES.

In *re Sheward*, *Sheward v. Brown*, (1893) 3 Ch. 502, the estate of a tenant for life in a sum of £30,000 was, under a will, made subject to a condition that his interest should be forfeited if he should alienate or incumber, or attempt to alienate or incumber, it. He executed a document which in terms amounted to an equitable assignment of his interest as security for a loan, but the document, though addressed to the trustees, was never actually communicated to them, and it was subsequently cancelled and returned to the tenant for life. There was evidence that the