the mortgage has expired, entitled to six months' notice of payment, or six months' interest in lieu of notice, as in the case of other mortgages. This right, however, does not exist in this Province, as regards mortgages made after 1st of July, 1888, unless expressly stipulated for. See 51 Vict., c. 15, s. 2 (O.)

INFANTS MARRIAGE SETTLEMENT—AGREEMENT TO SETTLEMENT AFTER ACQUIRED PROPERTY—REPUDIATION OF SETTLEMENT MADE DURING INFANCY—REASONABLE TIME—COMPENSATION.

In *Carter* v. *Silber* (1891), 3 Ch. 553, two infants married each other; a marriage settlement was made between them, approved by the court on behalf of the wife, but without the sanction of the court as regarded the husband. By the settlement the husband's father covenanted to pay the trustees £1500 a year, which was to be paid to the husband until some event should happen whereby the same, if absolutely belonging to the husband, would become vested or payable to some other person, in which event there was a discretionary trust over. The settlement contained a covenant on the part of the husband to settle after acquired property. The settlement was made in October, 1883, and the husband attained his majority in November, 1883. In 1887 his father died, and he then became entitled to property, which he refused to settle, and repudiated the settlement. It was held by Romer, J., that he was entitled within a reasonable time after attaining his majority to repudiate the settlement, and under the circumstances he had repudiated it within a reasonable time: but that he was bound to repay sums received after his father's death under the settlement, and that out of such moneys, and any others which the husband was entitled to under the settlement, the parties who were disappointed by the husband's repudiation were entitled to be compensated; and it was held that the trustees of the settlement were entitled to be repaid the sums paid to the husband after his father's death, out of the money coming to the husband from his father's estate in priority to the husband's mortgagees and his trustee under a deed of arrangement: and that the husband's repudiation of the settlement worked a forfeiture of the annuity of £1500, and that the discretionary trust over took effect.

COURT OF ULTIMATE APPEAL COMPOSED OF EVEN NUMBER OF JUDGES.

Little v. *Port Talbot* (1891), A. C. 499, is an admiralty case of no special interest in this country, except as showing the extreme inconvenience to suitors of a court of ultimate appeal being composed of an even number of judges. It necessitated this case being twice argued before the House of Lords; and in a recent case before the Privy Council (*Kingstone* v. *Baldwin*), the same delay and expense has also been occasioned, owing to the like cause. It is about time that the responsible authorities should take effectual steps to prevent the recurrence of this grievance—for it is a grievance, and a serious one, too. It occasions not only a good deal of delay, but a great waste of money in costs, which are already sufficiently burdensome on litigants.

BILL OF EXCHANGE—ACCEPTANCE QUALIFIED—WORDS PROHIBITING TRANSFER—ACCEPTANCE IN FAVOR OF DRAWER ONLY—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT., C. 61), SS. 8, 19, 36—(53 VICT., C. 33, SS. 8, 19, 36, (D.))

Meyer v. *Decroix* (1891), A. C. 520, is an appeal from the decision *Decroix* v. *Meyer*, 25 Q B.D, 343, noted *ante* vol. 26, p. 483. A bill of exchange was drawn