

MARRIAGE SETTLEMENT—COVENANT TO SETTLE AFTER ACQUIRED PROPERTY—"BECOME ENTITLED"—PROPERTY VESTED IN WIFE IN REVERSION BEFORE MARRIAGE AND FALLING INTO POSSESSION DURING COVERTURE.

*In re Bland, Bland v. Perkin* (1905) 1 Ch. 4. Kekewich, J., was called on to construe a marriage settlement whereby it was agreed and declared that all property to which the wife during her then intended coverture should "become entitled" should be settled. At the time of the settlement the wife was entitled to certain property in reversion which fell into possession during the coverture. Was this property caught by the settlement? The learned judge decided in the negative, because it was not property to which the wife became entitled during coverture.

SETTLEMENT—CONSTRUCTION—TRUST FOR WIFE IF SHE SHALL "SURVIVE" HER COVERTURE—DETERMINATION OF COVERTURE BY DIVORCE.

*In re Crawford, Cooke v. Gibson* (1905) 1 Ch. 11. In this case the settlement contained a trust in favour of the wife in case she "survived" her intended coverture. The marriage had been dissolved by a decree absolute for divorce on the petition of the husband. Both the spouses were still living, and the trustees applied by summons for the determination of the question whether the trust in favour of the wife in case she survived the coverture had taken effect. Kekewich, J., held that it had.

DEVISEE—ELECTION AGAINST WILL—COMPENSATION TO PERSONS DISAPPOINTMENT BY ELECTION, FROM WHAT DATE TO BE ASCERTAINED.

*In re Hancock, Hancock v. Pawson* (1905) 1 Ch. 16. A testator having only a power of appointment over certain property, purported to dispose of it by his will, which was held not to be an exercise of the power. The person who was entitled in default of appointment was a beneficiary under the will, and elected to take against the will. The testator died July 13, 1901, but the election was not made until July 8, 1903; in estimating the compensation to the beneficiaries who were disappointed by the election, the question arose as to whether it was to be ascertained as of the date of the death of the testator, or the date of the election. Kekewich, J., decided that the date of the death of the testator was the period from which the compensation must be reckoned.