nate, and to cause such uses to spring or shift as he might declare." The conveyance was made at a time when the husband was not involved, but subsequently became embarrassed, and was adjudged a bankrupt. The assignee in bankruptcy contended that the deed passed no interest to the wife as against creditors, but was fraudulent as to future creditors, the husband retaining and controlling the use of the property; and further insisted that the power of revocation and appointment passed to the assignee for the benefit of creditors. The Court held that "the right of a husband to settle a portion of his property on his wife, and thus provide against the vicissitudes of fortune, when this can be done without impairing the existing claims of creditors, is indisputable." The Court proceeded also to say: "The powers of revocation and appointment to other uses reserved to the husband in the deeds in question do not impair their validity or their efficiency in transferring the estate to the wife, to be held by her until such revocation or appointment be made. Indeed, such reservations are usual in family settlements, and are intended to meet the ever-varying interests of family connections. So frequent is the necessity of a change in the uses of property thus settled, arising from the altered condition of the family, the addition or death of members, new occupations or positions in life, and a variety of other causes which will readily occur to every one, that the absence of a power of revocation and appointment to other uses in a deed of family settlement has often been considered a badge of fraud, and, except when made solely to guard against the extravagance and imprudence of the settler, such settlements have in many instances been annulled on that ground." In the same case the Court held that the power reserved was not an interest in the property which could be transferred to another, or sold on execution, or devised by will. While the grantor might exercise the power by deed or will he could not vest the power in any other person to be thus executed. Neither was it a chose in action, so as to constitute assets of the bankrupt in the hands of his assignee.

If a voluntary deed is given by a person weakened in body or mind at the behest of one enjoying a confidential relation, the