

MARRIED WOMAN—SEPARATE ESTATE—RESTRAINT ON ANTICIPATION—DEATH OF HUSBAND—WIFE'S CONTRACT—BANKRUPTCY OF MARRIED WOMAN.

In re Wheeler, Briggs v. Ryan (1899) 2 Ch. 717 would seem to shew that the rights of a trustee on bankruptcy of a married woman trader are more extensive than those of a judgment creditor of a married woman. In this case a married woman having separate estate subject to a restraint on anticipation, having carried on a separate trade, was declared bankrupt, and her husband having died, whereby the restraint on anticipation came to an end, the trustee in bankruptcy claimed to be entitled to the married woman's life interest under the settlement, and Cosens-Hardy, J., held that he was entitled thereto. The recent case of *Softlaw v. Welch* (1899) 2 Q.B. 419 (noted ante vol. 35, p. 682) would seem to shew that an execution creditor in respect of a contract made before 1893 would not be entitled to levy execution against such a life interest, on the cesser of the restraint.

COMPANY—WINDING UP—FRAUDULENT PREFERENCE BY COMPANY.

In re Blackburn & Co. (1899) 2 Ch. 725, Wright, J., decides that a payment made by a company within the prescribed time, prior to a winding up order, for the purpose of satisfying a claim, because the directors thought it would be a hardship on the creditor and against their consciences to leave him to prove his claim in the winding up, was none the less a fraudulent preference, and as such recoverable by the liquidator.

VENDOR AND PURCHASER—PURCHASE BY TRUSTEE OF SETTLED ESTATE—POSSESSION BY TENANT FOR LIFE—PAYMENT OF INTEREST ON PURCHASE MONEY BY SUCCESSIVE TENANTS FOR LIFE—SPECIFIC PERFORMANCE—VENDOR'S LIEN.

Ecclesiastical Commissioners v. Pinney (1899) 2 Ch. 729, was an action for specific performance of a contract for the purchase of lands. The contract had been made in 1873 with the trustees of a settled estate having a power to purchase; the successive tenants for life under the settlement had been in possession of the property from the date of the contract, and had regularly paid the interest on the purchase money to the vicar of the parish of which the lands in question had been the glebe. The principal money had never been paid, and no conveyance was ever executed. The action was brought against the present tenant for life, the legal representatives of the surviving trustee of the settlement who had made the