settlement and thereby covenanted to settle after acquired property to the uses of the settlement. Under the settlement she was entitled to a life estate subject to a clause against anticipation. After she attained twenty-one a bequest was made to her of certain property to her separate use. This property she elected to retain, and not to settle pursuant to her covenant; and it was held by Kay, J., dissenting from *Smith* v. *Lucas*, 18 Ch. D. 531, and *In re Wheatley*, 27 Ch. D. 606, and following in preference the decision of Lord Hatherley in *Willoughby* v. *Middleton*, 2 J. & H. 344, that the life estate of the married woman under the settlement, notwithstanding the restraint against anticipation, was liable to be sequestered, to make compensation to those disappointed by her election to avoid her covenant to settle the after acquired property.

WILL—CLERICAL ERROR—CORRECTION BY REFERENCE TO CONTEXT.

Passing over a couple of cases which have no special interest in this Province we come to *In re Northens' Estate*, *Salt* v. *Pym* (28 Ch. D. 153), which is a decision of Chitty, J., upon the construction of a will. The testator owned two estates, one *Lea Knowl*, the other *Croxton*. *Lea Knowl* he devised in trust for his daughter, W., her husband and children, with power to his trustees to sell the same at the request of W., and hold the proceeds to the same trusts as *Lea Knowl* was devised. The *Croxton* estate he devised in trust for his daughter C., her husband and children, and he also empowered his trustees to sell the *Croxton* estate at the request of C., and hold the proceeds "in trust for such person and persons, and for such estates, ends, interests and purposes, powers, provisoes and conditions as are hereinbefore limited, expressed and declared, of, and concerning the said *Lea Knowl* estate hereby devised, as to such, and so many of them as shall at the time of sale have been existing undetermined and capable of taking effect;" and it was held that the words "*Lea Knowl*" in the latter clause might be rejected and read as "*Croxton* estate," because to read the words "the said *Lea Knowl* estate" in this clause literally and grammatically, would be making the will lead to a manifest absurdity or incongruity, as it was apparent, that the testator intended, that the proceeds of each estate should be held for the benefit of the *cestuis que trustent* respectively entitled to the benefit of the estate, from which the proceeds should be derived.

The only other cases in the February number of the reports of the Chancery Division to which it is necessary to refer are *Hurst* v. *Hurst*, and *In re Klœbe*, notes of which will be found in our notes of English practice cases.

AN important Bill has, we understand, been prepared for introduction in the House of Commons to amend and consolidate the Acts in force in Canada respecting Bills of Exchange and Promissory Notes. It will be a consolidation of the various statutes now in force and introduce other provisions and propositions of law largely taken from the English Bills of Exchange Act referred to in another place.
