

sidered by Mr. Justice Kekewich in the case of *Re Angerstein; Angerstein v. Angerstein*, 73 L.T. Rep. 500; (1895) 2 Ch. 883. The expression there was "actual possession"; and the learned judge was of opinion that "actual" did make a very large and important difference when prefixed to "possession"; and that the two phrases "entitled to the actual freehold" and "entitled to the actual possession" meant the same thing—that is to say, referred to the person in possession of the estate to which the phrase applied.

In this state of the authorities, and the divergence of judicial opinion which they disclose, what Mr. Justice Joyce had to consider in the recent case of *Re Lord Petre's Settlement; Legh v. Petre*, 101 L.T. Rep. 847, was whether the fact that a tenant for life had previously assigned his life estate prevented him from becoming entitled to the "actual possession" of the settled estates under the limitations of the settlement there. Briefly stated, the facts in that case were as follows: By his marriage settlement Philip Petre was empowered, in case he should become entitled to the "actual possession" or the "actual receipt" of the rents and profits of the Petre estates under the limitations of a settlement, which was described as the Petre settlement, to revoke certain trusts contained in the marriage settlement. Philip assigned for valuable consideration the life estate to which he was entitled in remainder after Bernard and his issue under the Petre settlement to Bernard, the then tenant for life. On the death of Bernard without issue, Philip became entitled to the Petre estates, subject to the assignment by him. Later, Philip revoked the trusts of the marriage settlement. Mr. Justice Joyce came to the conclusion that "actual possession" did not mean physical possession, but possession under the terms of the settlement itself. Therefore his Lordship held that the assignment by Philip of his life estate to Bernard did not prevent the former, on the death of the latter, from becoming entitled to the actual possession of the Petre estates "under the limitations of" the Petre settlement; and that his power of revocation had consequently arisen and was effectually exercised.

In the course of his judgment the learned judge allowed