

CURRENT ENGLISH CASES.

The following is a continuation from p. 596, *ante*:

INFANT—MARRIAGE SETTLEMENT OF REVERSIONARY INTEREST—REPUDIATION OF SETTLEMENT BY INFANT SETTLOR—REASONABLE TIME—MORTGAGE—CONVEYANCE BY MORTGAGOR—PURCHASER, RIGHT OF TO INDEMNITY AGAINST MORTGAGE DEBT—PARTITION—TENANT IN COMMON, EXPENDITURE BY, IN PERMANENT IMPROVEMENTS.

In re Jones, Farrington v. Forrester, (1893) 2 Ch. 461, several questions of importance are decided by North, J. The first was as to the right of a lady to repudiate a marriage settlement of her reversionary estate made by her during infancy. The settlement was made in 1857, of property subject to an outstanding life estate. The husband deserted the wife in 1865, and she obtained a protection order against him in 1867, since which time he had not been heard of. The tenant for life died in 1890, and some income of the settled property had been paid to the wife, which she was entitled to receive whether barred by the settlement or not. She had done nothing else to confirm the settlement. There were two children of the marriage, but no appointment had been made in their favour under the power in the settlement in their behalf. North, J., held that she was entitled to repudiate the settlement. In discussing what was a "reasonable time" within which to repudiate, he says: "I think it is not an unreasonable time if she elects to repudiate the settlement when for the first time the question arises whether anything is or is not to be received by her or her trustees under it, and that question never arose, so far as I can see, until after the death of the tenant for life in 1890." The action was for partition, and the question was as to how a mortgage was to be borne. The owner of the whole estate mortgaged it, and then conveyed away an undivided moiety. The conveyance to the purchaser did not mention the mortgage, but contained a covenant for further assurance. The two moieties having devolved on different persons, North, J., held that the moiety originally retained by the vendor must bear the mortgage debt (cf. *Norris v. Meadows*, 7 A.R. 237; *Pierce v. Canavan*, 28 Gr. 356; *Aldous v. Hicks*, 21 Ont. 95). The other point raised was as to the incidence of a claim for improvements. The improvements in question were of a permanent character, and