annual value £30. Rules of court have been framed for the pur­pose of carrying into effect the provisions of the Acts of 1877 and 1882. For more minute information than can be given in this place the Acts and rules themselves must be consulted.

The necessity for a settlement, as far as the wife’s interests are concerned, has been diminished by the Married Women’s Property Act, 1882 (45 and 46 Vict. c. 75). It is still, however, usual to have a settlement on marriage, especially where there is property of any considerable value. The Act contains a saving of existing settle­ments and a power to make future settlements with or without restriction against anticipation (not to be valid against a married woman’s ante-nuptial debts). No settlement or agreement for a settlement is to have greater validity against a married woman’s creditors than such settlement or agreement would have when made or entered into by a man. A future or reversionary interest in settled personalty is specially excepted from the operation of Malins's Act (20 and 21 Vict. c. 5), under which a married woman may by deed acknowledged dispose of her future or reversionary interest in unsettled personalty. The former law as to *equity to a settlement* seems to have been rendered obsolete by the Married Women’s Property Act. The doctrine of equity formerly was in accordance with the maxim, "He who seeks equity must do equity,”— that, where a husband was forced to obtain the assistance of a court of equity to reach property to which he was entitled in right of his wife, equity would only aid him on condition of his settling a certain portion on his wife. Now that a husband cannot succeed to any property in right of his wife during her lifetime, the reason for the doctrine of equity to a settlement has dis­appeared.

As a rule a settlement can only be made by a person not under disability,—therefore apart from statute not by a lunatic, or a bank­rupt, and generally not by an infant. But by the Infants’ Settle­ment Act (18 and 19 Vict c. 43) infant males of twenty or over or infant females of seventeen or over may with the approbation of the Chancery Division obtained by petition make a valid settle­ment or contract for a settlement of all or any part of their pro­perty. By the Acts of 1877 and 1882 the powers of the Acts may in certain cases be exercised by trustees of a settlement, trustees in bankruptcy, committees of lunatics, and guardians of infants.

Where the parties are not in a position to make an immediate settlement, articles for a settlement are sometimes entered into, but more rarely than formerly on account of the facilities offered by the Infants’ Settlement Act. The court will enforce the execution of a settlement in accordance with the articles, and will reform one already made if not in accordance with them. The court will also enforce the specific performance of any contract on the faith of which a marriage has taken place, in spite of the pro­visions of § 4 of the Statute of Frauds (see Fraud). @@1 It should be noticed that marriage itself is not such a part performance of a contract as to give the court jurisdiction. An imperfect obligation arising from an informal ante-nuptial agreement can be made binding as between the parties by a post-nuptial settlement ; but this will not protect such a settlement from being treated as a voluntary settlement against creditors.

A settlement or contract for settlement made in consideration of marriage or for other valuable consideration is as a rule irrevocable by the settlor and good against creditors. The only exception or apparent exception is the provision in the Bankruptcy Act, 1883 (46 and 47 Vict. c. 52, § 47 (2)), that any covenant or contract made in consideration of marriage for the future settlement on or for the settlor’s wife or children of any money or property wherein he had not at the date of his marriage any estate or interest, and not being money or property of or in right of his wife, shall, on his becoming bankrupt before the property or money shall have been actually transferred or paid, be void against the trustee in bankruptcy. With regard to voluntary settlements, 13 Eliz. c. 5 avoids as against creditors conveyances of lands or chattels con­trived to delay, hinder, or defraud creditors or others, with a proviso protecting estates or interests conveyed on good considera­tion and *bona fide* to persons not having notice of fraud. 46 and 47 Vict. c. 52, § 47 (1), enacts that any settlement of property, not being a settlement made before and in consideration of marriage or made in favour of a purchaser or incumbrancer in good faith and for valuable consideration, or a settlement made on or for the wife or children of the settlor of property which has accrued to the settlor after marriage in right of nis wife, shall, if the settlor becomes bankrupt within two years after the date of the settle­ment, be void,against the trustee in the bankruptcy, and shall, if the settlor becomes bankrupt within ten years, be void against the trustee unless the parties claiming under the settlement can prove that the settlor was at the time of making the settlement able to pay all his debts without the aid of the settled property, and that

the interest of the settlor in such property had passed to the trustee of the settlement on the execution thereof. 27 Eliz. c. 4 was passed for the benefit of purchasers, as 13 Eliz. c. 5 was for that of creditors, but refers to real estate and chattels real only. It enacts that every conveyance of lands with intent to defraud purchasers shall be void as against such purchasers only, and that conveyances with power of revocation shall be void against subsequent purchasers. The Act has been construed to mean that a voluntary conveyance of real estate is void as against a subsequent purchaser, mortgagee, or lessee for value. With these exceptions a voluntary settlement is good as between the settlor and the objects of the settlement, and as between them and third persons. So far is this the case that the court will not assist a settlor to destroy the effect of a voluntary settlement by compelling specific performance against a subsequent purchaser. On the other hand the court will not enforce specific performance of a voluntary settlement, in spite of its being a contract under seal. Such an instrument, however, creates a debt and will be admitted to proof in a creditors’ suit. @@2

*Scotland.—*A *disposition and settlement* is a mode of providing for the devolution of property after death, and so corresponds rather to the English will than the English settlement. The English marriage settlement is represented in Scotland by the *contract of marriage,* which, like the English settlement, may bo ante- or post-nuptial. The main difference between the ante- and the post-nuptial contract is the extent to which the property the subject of the contract may be withdrawn from creditors. In the former case a preference or *jus crediti* is according to circumstances conferred on the wife or children ; in the latter case the wife or children cannot compete with the creditors. A post-nuptial con­tract is also liable to revocation by the husband or wife. The Married Women’s Property Act, 1881, while it makes the wife complete mistress of her property, at the same time does not exclude or abridge the power of settlement by ante-nuptial contract of marriage.

A contract of marriage may be made with or without the creation of trustees, the latter being the more usual form. If the contract settle heritable property, it generally contains a narrative or inductive clause, containing the names of the parties with an obligation to celebrate the marriage, a disposition of the estate with its destination, provisions as to the wife and younger children and a declaration that these provisions shall be in full of their legal claims, a conveyance by the wife of her whole means and estate to her husband or the trustees, an appointment of trustees to secure implement of provisions to the wife and children, a registration clause, and a testing clause. If the contract settle movables, it is, *mutatis nudandis,* in much the same form, with the addition of a clause excluding the *jus mariti* of a future husband of the wife (see *Juridical Styles,* vol. i. p. 174, vol. ii. p. 498). The Ruther­ford Act (11 and 12 Vict. c. 36) and the Entail Act, 1882 (45 and 46 Vict. c. 53), specially provide that settlements by marriage contract are not to be disappointed until the birth of a child, who by himself or his guardian consents to disentail, or until the marriage is dissolved, unless with the consent of the trustees of the contract. Improvements by limited owners were allowed by law much earlier than in England. 10 Geo. III. c. 51 enabled heirs of entail to charge the entailed estates with the sums of money laid out by them in building mansions. This principle was expressly adopted for England, as the preamble of the Act shows, by the Limited Owners’ Residence Act, 1870. The Ruther­ford Act and other Acts empowered heirs of entail to excamb, to feu, to lease, to charge by bond and disposition in security, to sell, to grant family provisions, and to erect labourers’ cottages. The Settled Estates Act and Settled Land Act do not apply to Scotland. Substitution, as in Roman law, can only be made by testamentary or *mortis causa* disposition. The Rutherford Act and the Entail Amendment Act, 1868 (31 and 32 Vict. c. 84), more strict than the law of England against perpetuities, forbid the creation of a life-rent interest in heritables or movables except in favour of a party in life at the date of the deed creating such interest.

*United States.—*Marriage settlements are not in as common use as in England, no doubt owing to the fact that the principle of the Married Women’s Property Act was the law of most of the States of the Union long before its adoption by England. In Louisiana, in the absence of stipulation to the contrary, community of goods is the rule. Settlements other than marriage settlements are practically unknown in the United States. Property cannot, as a general rule, be tied up to anything like the extent still admis­sible in England. In those States where entail is allowed the entail may be barred by simple means of alienation. (J. W+.)

SETTLEMENT, Act of. By this Act, 12 & 13 Will. III. c. 2, passed in 1701 (followed by the parliament of Scotland in the Act of Union, 1707, c. 7), the crown was

@@@1 At one time the ecclesiastical courts went farther, and enforced specific per­formance of the ceremony of marriage itself. After a contract of marriage *per verba de præsenti* or *per verba de futuro,* a celebration *in facie ecclesiæ* might have been decreed. This jurisdiction of the ecclesiastical courts was finally abolished by 4 Geo. IV. c. 76.

@@@2 See Williams, *The Settlement of Real Estates* ; Davidson, *Precedents of Con­veyancing,* vol. iii.; Wolstenholme and Turner, *The Settled Land Act* ; Middleton, *The Statutes relating to Settled Estates.*