

that the Vice-Chancellor, by whom they were decided, rested his judgment upon the ground of intention, as shown by the terms of the deed, and not upon any general principle which can fairly apply to this case. In the case of *Knight vs. Knight*, the settlement, after creating a trust for the sole and separate use of the intended wife, notwithstanding her coverture, proceeds to declare that "the said income, interest, dividends, and annual produce, shall not be subject to the power, control, debts, intermeddling, or engagements of the said Robert Giveen, her intended husband," and this clause, the Vice-Chancellor said, manifestly alluded to the then intended coverture, the *name* of the person whom she was about to marry being given, and against whose interference with the property embraced in the settlement the instrument provided.

In the case of *Benson vs. Benson*, the trust was created by the will of the father, for the sole and separate use of his daughter, then a married woman, and the words used were, "for the sole, separate, and exclusive use and benefit of my daughter, Jane Abel Lane, the wife of John Branford Lane, Esquire, for, and during her natural life," and "free and independent of the debts, control, or engagements of her husband." Lane, the then husband, died, and his widow married again; and it was decided by the Vice-Chancellor, that the trust for the separate use of the wife, ceased upon the death of her first husband, being of opinion "that according to the plain sense of the words of the will, her husband, J. B. Lane, and no other was meant."

In both these cases it will be seen, that the husbands against whose control of the trust property, provision was made, are named specially, and there is nothing to show that any future husband was within the contemplation of the parties.

They differ from the case now under consideration, in this very material fact, that the settler here was himself the then husband of the lady, and whilst guarding the property against himself, it is highly improbable he intended to expose it to the control of any future husband she might have.

This case, and the cases relied upon, differ also in another