

very essential feature. In them, the wife was merely entitled to the profits of the estate for life, having no *jus disponendi* over the property, from whence the profits proceeded, except that in the case of *Knight vs. Knight*, the settlement, in a certain contingency, reserved to the lady the power of disposing of the property by will, which by her then intended husband she was authorized to make.

But in this case, the deed of William Drake not only settles the property for the sole and separate use of his wife, but gives her the absolute and uncontrolled power of disposing of it by deed, or by her last will and testament; and we must therefore not only assume that Drake meant the trust should terminate with his life, and that every future husband might take the rents and profits to his own use, but that he also meant, in case she should survive him and marry again, that her *jus disponendi* should be taken from her, and the property being leasehold, that her second husband might also dispose of that. It is, as before said, extremely difficult to believe that Drake intended that such consequences should result from his deed.

But the authority of the cases of *Knight and Knight*, and *Benson and Benson*, is greatly shaken, if not overthrown by the subsequent cases of *Tullett vs. Armstrong*, and *Newlands vs. Paynter*, 4 *Mylne & Craig*, 405, and 417, 418, in which it was held by the Lord Chancellor, after (as he says) the most anxious consideration, that the protection which chancery gives to the separate estate of a married woman, with its qualifications and restrictions, extends and attaches to it throughout a subsequent coverture. The principle being, that a person marrying a woman with property so circumstanced, is considered as adopting it in the state in which he finds it, and bound in equity not to disturb it.

In addition to the property included in and conveyed by the deed from Drake to Mowatt, a further parcel of leasehold was conveyed by Christian G. Peters to William J. Cole, by deed dated the 27th of March, 1843, in trust for the sole and exclusive use of Catharine Drake, then a widow, free, clear, and dis-