

the construction of general words where the court suspects that they were not intended to convey their prima facie meaning. In regard to marriage settlements, it is sometimes discovered that the finally executed document does not tally with the preliminary articles. There are some golden rules set out in Smith's Principles of Equity (3rd edit.), p. 223, which are worth keeping in mind. Put into briefer form, they are as follows: Where articles and settlement were executed before the marriage, the settlement will be preferred, unless the settlement purports to be in pursuance of the articles, when the discrepancy will be considered due to inadvertance and will be rectified. This assumption need not appear on the face of the settlement, but can be shown by extrinsic evidence. Should the marriage precede the settlement, but be subsequent to the articles, then equity will prefer the articles as expressive of the true agreement between the parties and will rectify the settlement conformably therewith. A case to refer to on these points may be mentioned in *Legg v. Goldwire* (1 L.C. Eq. 17, and the notes at pp. 41 et seq.). In conclusion, it is important for the legal advisers of persons interested in some question of rectification to see to it that no unnecessary delay is allowed to supervene. This is eminently a jurisdiction to which, as a rule, the courts are apt to apply the doctrine of *Vigilantibus, non dormientibus, leges subveniunt*.
—*Law Times*.