tion or delivery up of the machines. He says, at p. 775: "If it is not their (the defendant's) intention to use the instruments, then the injunction asked for can do them no harm. That would not be enough to dispose of the case, but it is the right of the plaintiffs to have an injunction against the defendants who have the means, to the extent of 800 machines of injuring their rights. . . . As to the delivery up, I cannot say I see my way to make any order. The consequence might be to do more mischief; it might be merely to destroy. All I have to do in this suit is to entertain the plaintiff's application that they may be protected against a wrong which is imminent unless prevented by injunction, and, therefore, to that extent, I grant the injunction."

EXECUTOR OF MORTGAGOR—DEVASTAVIT—MORTGAGE.

Next has to be noticed *In re Marsden*, p. 783. In this case a testator mortgaged certain parts of his property, and the mortgage deeds each contained the usual covenants for payment of the mortgage debt. He died, and appointed executors, who took possession of his estate, including the leasehold property, which was the subject of the mortgages, and for a long time paid the interest due upon the mortgages, clearly recognizing, therefore, the debt. A judgment had been obtained in an administration action against these executors, and in the accounts which were brought into Chambers the executors charged themselves with the receipt of assets, and in the discharge they attempted to introduce certain payments made more than six years ago by them to some of their legatees. And although the ordinary rule is to disallow such payments, as not being a proper discharge as between executors and the creditors of the estate, they said the payments were made more than six years ago, and, therefore, all remedies in respect of them were now barred by the lapse of time. KAY, J., however, held that the executors, having acknowledged the mortgage debt by payment of interest, and being bound in equity by a trust properly to deal with the assets, could not set up their own wrong by way of devastavit as a defence in order to claim the benefit of the Statute of Limitations. He says, at p. 787: "I never yet heard that executors, by way of discharge in equity, as against a creditor, whose debt they acknowledge, as they have been paying interest upon it for many years, could set up their own wrong by way of devastavit, and say we admit a devastavit, knowing of your debt, because we have been paying interest all the while; but seeing that we did it more than six years ago we can set up a defence by treating the claim as founded on a devastavit committed more than six years ago. . . I certainly dissent from any doctrine of the kind. . . What is the ordinary trust when an executor acknowledges a debt and pays interest upon it? Is it not to preserve the assets for payment of that creditor, and to take care not to dispose of them, either by putting them into his own pocket, or by paying them away to the legatees, or by otherwise committing a devastavit? Most certainly it is; and in equity the executor is bound by a most direct trust to deal properly with the assets and to apply them in due course of administration of the estate for the creditor he has so acknowledged."

CONDITION—REPUGNANCY—RESTRAINT ON ALIENATION—OBITER DICTA.

Lastly, must be noticed a case of, *In re Rosher, Rosher* v. *Rosher*, p. 801, which in the words of the headnote shows that a condition in absolute restraint of alienation annexed to a devise in fee, even though its operation is limited to a particular time, *e.g.*, to the life of another living person is void in law as being repugnant to the