against anticipation. The creditor recovered judgment against the defendant "to be payable out of her separate property whether subject to any restriction against anticipation or not, and not otherwise," and Ridley, J., granted by way of equitable execution a receiver of the moneys payable under the covenant. The defendant appealed both as to the form of the judgment, and the appointment of the receiver, and the appeal was sustained, the Court of Appeal (Mathew and Cozens-Hardy, L.JJ.) holding that the judgment should have followed the form settled in *Scott* v. *Morley* (1887) 2 Q.B.D. 120, and that the covenant was obviously not within the words "settlement or agreement for a settlement of a woman's own property to be made or entered into by herself" and therefore was effectual to protect the moneys payable under the covenant from the claims of creditors of the wife. It is worth while noting the remarks of the Court on *Robinson* v. *Lynes* (1894) 2 Q.B. 577 (noted ante vol. 30, p. 679) from which the plaintiff inferred that the judgment against a married woman for an ante-nuptial debt should be in the form in which it had been entered in this case; Cozens-Hardy, L.J., however, says that case does not touch the question what property can be made available by way of execution on a judgment for an ante-nuptial debt.

INSURANCE — VOYAGE POLICY — CONSTRUCTION — TIME — COMPUTATION — "DAYS" HOW TO BE RECKONED.

In *Cornfoot* v. *Royal Exchange Assurance Corporation* (1904) 1 K.B. 40, the Court of Appeal (Collins, M.R., and Mathew and Cozens-Hardy, L.JJ.) have affirmed the decision of Bigham, J. (1903) 2 K.B. 363 (noted ante vol. 39, p. 711). The short point was as to how a clause in a policy of insurance providing for the termination of the risk was to be construed. The clause in question provided that the insurance was to be for a voyage "and for 30 days in port after arrival." The ship arrived at her port at 11.30 a.m. on August 2, and Bigham, J., held that the thirty days were thirty periods of 24 hours to be computed from the hour of arrival, and the Court of Appeal agreed that this was correct.

RESTRAINT OF TRADE—COVENANT IN RESTRAINT OF TRADE—REASONABLENESS OF RESTRAINT—QUESTION OF LAW OR FACT.

Dowden v. *Pook* (1904) 2 K.B. 45, was an action brought to enforce a covenant in restraint of trade. The case was tried by Grantham, J., who left it to the jury to say whether the restrain