was the subject of discussion in that case. If so, then His Lordship says, "all the reasoning of the late Chancellor, by whom the judgment in that case was delivered, would apply *a fortiori* to this case." And he rests his decision on the grounds contained in the following expression of his opinion: "If I give effect to the argument for the defendants, I must hold, that what the learned counsel contends is a contingent interest in lands is made saleable by the statute; although the *same interest vested* is not made saleable. The judgment in *McAnnany* v. *Turnbull* proceeds upon this, that before dower assigned, a widow has nothing in the land. * * If that be so, it must be so *a fortiori* in the case of a wife whose right is inchoate." If the conclusion arrived at by the learned Chancellor be correct, it follows that this interest is neither a contingent, nor an executory, nor a future interest, nor a possibility coupled with an interest in land; or rather this must have been established before the conclusion above set forth could have been arrived at. If not one of those interests, what then is it? It is not a present estate, nor yet a vested interest. It is not a right of action, as we shall presently see; nor is it a right of entry; for she has none in respect of her dower until after the death of her husband and its assignment by the heir. How then shall we describe it except as coming within one of the terms used in the Act; for we have already seen that it is something more than a mere possibility? The result of the learned Chancellor's conclusion, not only militates against any contention for the presence of the element of contingency in the right, but also conflicts with a *dictum* of Mr. Justice Wilson's in *Miller* v. *Wiley*, who, though not deciding the point, thought that the wording of this Act, being so broad and general, might include this interest.

The conclusion arrived at by his Lordship rests *first* upon the assumption that the widow, as regards her right to dower, has, upon her husband's decease the same interest, *i. e.*, one containing the same inherent qualities, as that which she had prior thereto, but in a different form; and *secondly* upon the fact, though not expressed, yet implied, that an anomaly would be the result of a contrary decision. With regard to the first ground, considering that in this case, the very point at issue is the applicability of the statute, and looking at the concluding words of the quotation from *McAnnany* v. *Turnbull* in the judgment, we may, I think, conclude that the word "nothing" as used by the learned Chancellor bears the meaning expressed by the following paraphrase: "No such contingent or uncertain right or interest as may be reached by any of the phrases used in the statute." His Lordship's reasoning seems to be this: "Because, as was held in *MeAnnany* v. *Turnbull*, the consummate right has no such qualities annexed to it, or inherent in it as to bring it within any of the descriptive phrases, 'a *contingent*, an *executory*, or a *future interest*, or a *possibility coupled with an interest in land*,' it follows, *a fortiori*, that the inchoate right has none of these qualities; and because the consummate right, for lack of these qualities is excluded from the influence of the statute, therefore the inchoate right, for the same reason, is not affected by it." This proposition generalized, may be expressed as follows: That the qualities of those rights which are already vested, and depend for their full enjoyment only upon the exercise of the volition of the person entitled thereto, and those of rights which are as yet to vest, and whose enjoyment depends, not upon the exercise of the volition of the person to become entitled thereto, but upon the happening of an event entirely beyond his control, are of such like nature, that, if certain words