

*Partington*, 3 Br. C.C. 401, is not confined to wills, but is applicable to voluntary settlements, and, it would seem, to settlements for value also. That rule is that where a gift is made to a class payable on attaining twenty-one, when the eldest of the class attains twenty-one, the class is closed and cannot thereafter be increased. This is a rule of law which overrides even the contrary intention of the settlor.

INFANT—LEGACY TO INFANT BY PARENT—INTEREST ON LEGACY BY WAY OF MAINTENANCE.

*In re Moody*, *Woodroffe v. Moody*, (1895) 1 Ch. 101; 13 R. Jan. 153, the question was raised whether an infant to whom his father had bequeathed a legacy payable at twenty-one was entitled to interest thereon in the meantime by way of maintenance. The will contained also a gift of residue to the infant, followed by a power to the trustees to raise a sum not exceeding one-half of the expectant share of any child, and apply the same "for his or her advancement, preferment, or benefit," as the trustees should think fit. It was contended that this was, in effect, an express provision by the testator for maintenance, and that this provision, and also the power contained in s. 43 of the Conveyancing Act, 1881, enabling trustees to apply the corpus of the legacy bequeathed to an infant towards maintenance, prevented the operation of the ordinary rule that such legacies bear interest; but Kekewich, J., refused to accede to the argument, and held that the clause enabling the trustees to apply part of the share for the "advancement, preferment, or benefit" of the legatee was not an express provision for maintenance so as to exclude the rule, and that the statute did not have that effect either even though read, as he thought it ought to be, as incorporated in the will.

MARRIAGE SETTLEMENT—COVENANT TO SETTLE WIFE'S AFTER-ACQUIRED PROPERTY—INCOME CAPITALIZED.

*In re Bendy*, *Wallis v. Bendy*, (1895) 1 Ch. 109; 13 R. June 247, what Kekewich, J., calls a strange point, was raised. The question was whether certain property of a deceased lady was subject to a covenant contained in her marriage settlement to settle after-acquired property. The covenant expressly excepted from its operation other property owned by the wife at the time of the settlement and not included therein. Part of this prop-