to consider alternative bequests in the light of *limitations* (which are valid even when in *general* restraint of marriage) rather than conditions. These cases on this head (which contain extremely thin distinctions, and are very difficult to reconcile) we will refrain from discussing until we come to consider the question of limitations as distinguished from conditions.

We have said quite enough to show that the *in terrorem* doctrine has occasioned a great deal of doubt and difficulty, but the most perplexing question of all in relation to that doctrine has still to be investigated, namely, whether the doctrine does or does not apply to conditions precedent. In the first place, it is sometimes by no means an easy matter to distinguish a condition precedent from a condition subsequent. We find it stated in a very early case (*Robinson* v. *Comyns*, Ca. Temp. Talbot, 166), that "There are no technical words to distinguish conditions precedent and subsequent, but the same words may indifferently make either, according to the intent of the person who creates it." After this not very encouraging announcement, it is not surprising to find that a large proportion of the cases on Conditions in Restraint of Marriage, contain more or less elaborate arguments, with the object of showing that what would appear *primâ facie* to be a condition precedent, is really a condition subsequent, and *vice versa*. At first sight, the distinction between the two classes of condition seems both simple and substantial. The one class we are told, operates by way of raising an interest, the other by adeeming a benefit already confirmed. In practice, however, it was soon discovered that the distinction was anything but simple, and still less can it be said to be substantial. In fact, we do not hesitate to record our conviction that this distinction is, with regard to the subject under discussion, as vicious as it is perplexing. If we inquire into the probable reasons which determine a testator in his choice between the two classes of conditions, it will in most instances clearly appear that he was actuated by motives which have no bearing whatever on the question of whether or not he wished his conditions to be enforced. It is a mistake to suppose (as the Judges seem to do) that a testator puts a prohibition or injunction, in the form of a condition subsequent, when he is comparatively indifferent as to whether his wishes are attended to or not, and in the form of a condition precedent, only when he is really anxious to be obeyed, this is not so; he makes use of the one form or the other, for no other reason than because in the state of circumstances that he has to deal with, it happens to afford the simplest expression of his wishes. Suppose, for instance, that a testator simply desires to make a provision for his daughter *on her marriage with her mother's consent*, in such a case, he would naturally carry his intention into effect through the medium of a condition precedent, if, on the other hand, he wishes to make the provision in favour of his daughter to take effect *immediately* after his death, he will probably leave an annuity to his daughter, with the condition that it shall cease or go over if she marries without her mother's consent. This is of course a condition subsequent, but it cannot be supposed that the testator is less anxious in the one case than in the other to prevent his daughter from making an imprudent match. Yet the form of expression may be of the utmost importance, for there is a good deal of authority for the proposition that the doctrine of *in terrorem* applies exclusively to conditions subsequent. However, this is a doubtful point, and may, perhaps, even yet occasion plenty of litigation before it is finally settled.

We have now only one more modification of the *in terrorem* doctrine to deal with. This last modification, while more palpably absurd than any we have hither to discussed, has the great advantage of simplicity. It has been gravely decided that the intention of a testator varies according to the nature of the property with which he purports to deal, and that the very same words which, if he were dealing with personal estate, would be held inoperative to defeat a previous gift, will, if referable to real estate, effectually put an end to the interest of the devisee. This remarkable distinction, and that between conditions precedent and subsequent, experienced rough treatment at the hands of Lord Rosslyn, in the well-known case of *Stackpole* v. *Beaumont*.