Festing v. *Allen*, 12 M. & W. 279; but here we have two distinct classes of the objects of the devise, the one being children living at the death of the tenant for life, and attaining 21 or marrying *before* the death, and the other being children living at the death and attaining 21 or marrying after the death. * * But to enable the second class to participate it is necessary to read the gift to them as an executory devise. The rule is that you construe every limitation, if you possibly can, as a remainder, rather than as an executory devise. It is a harsh rule; why should I extend it? Why should a gift that cannot possibly take effect as a remainder, not take effect as an executory devise? I see no good reason why it should not." And he refused to follow *Brackenbury* v. *Gibbons*, L. R. 2 Ch. D., 417, which he said was, so far as he was aware, the only other case in which the words here used occur.

MARRIAGE SETTLEMENT—COVENANT BY INFANT WIFE.

The next case, *Smith* v. *Lucas*, p. 531, is like *Dawes* v. *Tredwell*, which we noted *supra*, p. 68, one upon the effects of covenants in a marriage settlement. *Dawes* v. *Treadwell* is not referred to in *Smith* v. *Lucas*, but the distinction would appear to be, that in the latter case it was agreed and declared between and by the parties thereto, and the husband covenanted that he *and his future wife*, and all other necessary parties, would bring into settlement after-acquired property of the wife. In such case, says Jessell, M. R., p. 543: "It is quite settled by authority that if the wife is of age a proviso or agreement of that kind has the effect of a contract entered into by her; it is a covenant on the part of the wife as on the part of the husband." He went on in this case to hold that if the wife is a minor, and the covenant is for her benefit, it is voidable only and not void, and is binding upon all property coming to her during coverture for her separate use, *without a restraint on anticipation*, until she avoids or disaffirms the covenant as to such property; but that if she elects to conform the covenant, she thereby binds only that separate property to which she is entitled at the date of the confirmation. As to this last point, he says, p. 545, after referring to the recent case of *Pike* v. *Fitzgibbon*, L. R. 17 Ch. D, 454: "I think that the power of disposal given to a married woman as regards her separate property is simply a power to dispose of existing property, and not a power by contract, or *quasi* contract—for she cannot strictly contract—to dispose of other property while she is a married woman.'

HOTEL—RECEIVER.

In *Truman* v. *Redgrave*, p. 547, the M. R. appointed a receiver and manager of an hotel on the interlocutory application of the mortgagees, who had been prevented by the mortgagor from taking possession under the mortgage, and also granted an injunction restraining the mortgagor from interfering with the management. He refused to listen to the objection that if he appointed a receiver and manager of the hotel, the person who had the license might be liable to be summoned for some dereliction of duty on the part of the receiver.

STATUTE OF LIMITATIONS.

In the next case, *Bray* v. *Tofield*, p. 551, the question came up, whether a claim against a testator's estate on a promissory note would be kept alive by reason of an administration action having been commenced by another creditor within the period allowed by the statute, although the decree therein was not obtained until the said period had expired. The M. R. held it would not be kept alive; and he warns creditors not in future to rely on the case of *Sterndale* v. *Hankinson*, 1 Sim. 393, in which Sir John Leach, V. C., held that every creditor has, after the filing of a bill in equity, an inchoate interest in a suit instituted by one on behalf of himself and the other creditors, to the extent of preventing the former being held barred in equity through his having relied on the latter obtaining his decree within the six years. As to