In lieu of dower I would suggest that a definite proportion of the husband's realty of which he may die intestate should be allotted to the widow absolutely, subject to the claims of the creditors of the husband. And I think the husband should have a similar interest in the lands of his wife.

In conclusion let me draw the attention of your readers to two noteworthy passages from Maine's Ancient Law, (4th ed.) At page 273 he says: "The history of Property on the European Continent is the history of the subversion of the feudalised law of land, by the Romanised law of moveables; and though the history of ownership in England is not nearly completed, it is visibly the law of personalty which threatens to absorb and annihilate the law of realty." And again at page 283 he says: "In all the countries governed by systems based on the French codes, that is, through much the greatest part of the Continent of Europe, the law of moveables, which was always Roman law, has superseded and annulled the feudal law of land. England is the only country of importance in which this transmutation, though it has gone some way, is not nearly finished."

I would only add to this that all amendments of the law affecting realty should in my humble judgment be made with the distinct intention of bringing the law of realty into accord with that of personalty, as far as the nature of the thing will admit. This, I conceive, is the obvious tendency of the age.

G. S. H.

Rate of Interest upon Judgments.

To the Editor of the Law Journal.

Sir,—By the C. S. of C. c. 58, s. 8, it is declared that "six per centum per annum shall continue to be the rate of interest in all cases where, by the agreement of the parties or by law, interest is payable, *and no rate has been fixed by parties or by law.*" The usury law having been abolished, parties are at liberty to agree for the payment of *any* rate of interest. Where it is at a higher rate than 6 per cent., is the agreement to the effect that the higher rate shall be only claimable to the time of *maturity*, or to the time of *subsequent payment?*

Can a plaintiff endorse his execution for the higher rate from the date of his judgment? In *Howland* v. *Jennings*, 11 C. P. 272, and in *Montgomery* v. *Boucher*, 14 C. P. 45, the higher rate was allowed until judgment—in the latter case at 20 per cent. In both cases it was considered that the rate agreed on was the measure of damages subsequent to the maturity of the notes. In *O'Connor* v. *Clark*, 18 Gr. 422, the higher rate was also allowed. By the law of England 4 per cent. is the rate prescribed by statute upon all judgments.

The above queries have been suggested by the late case of *Dalby* v. *Humphrey*, 37 Q. B. 514.

Querist.

[1. Parties may agree for a given rate of interest till payment is made, in which case it will run till that time. Or they may agree for a given rate to a certain period, and the interest at that rate will run to that period, but not necessarily at the same rate thereafter.

2. No greater rate than six per cent can be recovered upon judgments. But an interest will run upon the full amount of the judgment which is often interest upon interest.—Eds. L. J.]

Construction of Will.

To the Editor of the Law Journal.

Sir,—I have met with this extract from a will: "I will and devise to my three daughters the other half (of the fund to be derived from sale of certain land) to be divided in the following manner namely to Kate and Bridget each equal and double the amount of that to