supporting that view to a satisfactory extent. Instead of likeness we see only disparity between a theory which treats the obligation as arising wholly upon, and simultaneously with, the agreement of the parties to a contract, and one which, in face of the fact that the minds of the parties may have previously met, postpones the obligation until the passing of Consideration. To any understanding free from the illusions of the theory-monger the divergence must be abundantly clear.

CHARLES MORSE.

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

ESTATE PUR AUTRE VIE—DEVISE OF ESTATE PUR AUTRE VIE WITHOUT WORDS OF LIMITATION—INVOLUTION OF ESTATE PUR AUTRE VIE.

In re Inman, Inman v. *Inman* (1903) 1 Ch. 241. The learning relating to the devolution of estates pur autre vie is here discussed and is perhaps not likely to be of much practical consequence in Ontario since the passing of the 2 Ed. 7, c. 1, s. 3, under which all such estates now devolve on the personal representative. In this case a testator devised certain estates pur autre vie limited to himself, "his heirs and assigns," to trustees, "their heirs and assigns" for the use of his grandson, but without any words of limitation but describing the property as freehold hereditaments. The grandson died intestate and the question was whether the estate devolved on his heir at law as special occupant, or passed to his administrator under the Wills Act (1837) s. 6. Eady, J., after reviewing the law on the subject, came to the conclusion that although the whole estate had passed to the grandson, yet there was nothing in the will to entitle his heir to claim as special occupant, and it therefore devolved on his administrator, and that as the estate was equitable the heir was not entitled as general occupant in the interval between the death of the grandson and the appointment of the administrator, because until then the legal title was vested in the trustees.