
REVIEW OF CURRENT ENGLISH CASES.

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**SETTLEMENT — REAL PROPERTY — APPOINTMENT — REMOTENESS —
RULE AGAINST DOUBLE POSSIBILITIES — SUCCESSIVE LIMITATIONS
TO UNBORN CHILDREN — ELECTION.**

In re Nash, Cook v. Frederick (1910) 1 Ch. 1. This was an appeal from the decision of Eve, J., 1909) 2 Ch. 450 (noted ante, vol. 45, p. 746). Two points were involved in the case. First, whether the rule against double possibilities applied to the limitation of equitable estates, and second, whether, where an assumed exercise of a power by will fails on the ground of its offending against the rule against double possibilities, those who benefit by such failure are put to an election whether they will confirm the will, or accept the benefits given them by the will. Eve, J., held that the rule against double possibilities does apply to the limitation of equitable estates, but where an appointment by will fails because it offends against the rule no case of election arises, and his decision is now affirmed on both points by the Court of Appeal (Cozens-Hardy, M.R., and Moulton and Farwell, L.JJ.).

**RAILWAY — GRANT OF LAND TO RAILWAY COMPANY — AGREEMENT TO
PERMIT GRANTOR TO MAKE A TUNNEL — TIME AND PLACE NOT
SPECIFIED — UNCERTAINTY — PERPETUITY — ULTRA VIRES — AG-
SIGNABILITY OF AGREEMENT.**

South Eastern Ry. v. Associated Portland Cement Manufacturers (1910) 1 Ch. 12. In 1847 one Calcraft entered into an agreement with the plaintiffs to sell to them certain lands for the purposes of their railway, subject to a stipulation that Calcraft and his assigns might at any time construct a tunnel under the land to be conveyed. A conveyance was subsequently made by Calcraft to the plaintiffs which excepted and reserved to Calcraft and his assigns the right to construct a tunnel under the lands conveyed. Calcraft died and his universal successor made a lease of part of the land severed by the railway, and also assigned to the lessee during the continuance of the demise the benefit of the agreement of 1847, and the defendants having become the assignee of the lease were about to construct a tunnel,