remainder of an equity of redemption created prior to 40 & 41 Vict., c. 33, which after that act had become clothed with the legal estate, was defeated by the failure of the prior life estate before the remainder could take effect in possession. North, J., held that as an equitable contingent remainder is not subject to the legal rule that makes a legal contingent remainder liable to be destroyed by the failure of the prior particular estate, so the fact that it had subsequently become clothed with the legal estate could not make it subject to the legal rule, and therefore that the limitation was valid and subsisting, notwithstanding the failure of the particular estate. See R.S.O., c. 100, s. 29. This act, we may observe, though somewhat on the lines of the English act, is very differently worded.

SETTLEMENT—CONSTRUCTION—COVENANT TO SETTLE AFTER ACQUIRED PROPERTY.

In re Crawshay, Walker v. *Crawshay* (1891), 3 Ch. 176, a somewhat curious point was raised. The defendant on his marriage in 1881 had agreed to settle any property he might thereafter acquire under the will of his mother, who was then alive. She died in 1889, and by her will left him a life interest in a sum of money, but subject to a clause that if he alienated or attempted to alienate his interest in the fund his interest should cease and the subsequent trusts be accelerated. The trustees desired the opinion of the court whether the execution of the agreement for a settlement had worked a forfeiture under the will. North, J., came to the conclusion that the property in question was not within the covenant, and therefore that there had been no forfeiture.

WILL—BEQUEST TO A CLASS—VESTED OR CONTINGENT GIFT—PERIOD OF ASCERTAINMENT OF CLASS—REMOTENESS.

In re Mervin, Mervin v. *Crossman* (1891), 3 Ch. 197, the rule against perpetuities receives a further illustration. A testator by his will, made in 1848, gave his residuary real and personal estate upon trust for sale, etc.; and, after giving certain annuities, directed the trustees to hold the investments and income thereof, "upon trust to pay and divide the same equally between the children of my son, viz. (naming five), and any other children who may hereafter be born, as and when they shall respectively attain twenty-five years," and the testator gave his trustees power, "in the meantime, to pay and apply the whole or any part of the remainder of the increase of the investments for the maintenance and education of such grandchildren during their minority"; and also to pay and apply for the benefit or advancement of his said grandchildren, or any of them, "any part not exceeding one-half of the capital to which they or he may be entitled expectant on their, his, or her attaining twenty-five years." At the testator's death in 1879 his son had five children living, three were subsequently born, and all were still living. His eldest child attained twenty-five in January, 1890. Stirling, J., held that none of the grandchildren took vested interests, but that the gift was a gift to a class, which must be ascertained when the first of the grandchildren attained twenty-five; and that the gift was therefore void for remoteness,