point being whether a limitation in a will was to be construed as creating a contingent remainder or an executory devise. The devise in question was to A. for life, and from and after the decease of A. to the use of such child or children of A. living at his decease, and such issue then living of the child or children of A. then deceased, as either before or after the death of A. should attain the age of twenty-one or die under that age leaving issue. Here it is obvious that if the devise were to be construed as a contingent remainder on the death of A. leaving an infant child or children, or any infant child or children of a deceased child, the devise would fail, because the limitation in favor of the remainderman could not take effect immediately on the determination of the life estate; whereas, if construed as an executory devise, the limitation would take effect on the children attaining twenty-one. The case was complicated by there being conflicting decisions Chitty, J., following *Re Lechmere* v. *Lloyd*, 18 Ch.D. 524, and *Miles* v. *Jarvis*, 24 Ch.D. 633, in preference to *Brackenbury* v. *Gibbons*, 2 Ch.D. 417, decided that the limitation must be regarded as an executory devise. It may be that in Ontario the question discussed in this case is not of much importance, having regard to the provisions of R.S.O., c. 100, s. 29.

TRADE UNION, POWER OF, TO ACQUIRE AND HOLD LAND—DEVISE TO A FOR HIS LIFE AND THE LIFE OF HIS HEIR, EFFECT OF—DEVISE TO A SOCIETY NOT AUTHORIZED TO TAKE BY DEVISE.

In re Amos, Carrier v. *Price* (1891), 3 Ch. 159, two interesting points of real property law are decided by North, J., also arising upon the construction of a will, dated in 1871, whereby a testator devised and bequeathed freehold and leasehold land to a devisee for his life and the life of his heir, "after which it becomes the property of the Boiler Makers and Iron Ship Builders' Society." The first problem to be solved was, What was the legal effect of a devise to a man for life and for the life of his heir? It was argued that the testator had attempted to give an estate unknown to the law, that an estate *pour autre vie* must be for the life of a person ascertained during the tenant's own life. But North, J., held that the devise was legally valid, and that the effect of it was to give to the devisee an estate for his own life and for the life of the person who should be ascertained to be his heir at his decease. The next problem was as to the effect of the gift in remainder to the society, which was a trade union society, not a corporate body, but empowered by statute to hold and acquire land "by purchase." It was contended that "purchase" means "acquire otherwise than by descent or escheat," but North, J., was of opinion that the statute simply empowered the society to acquire land for money and did not enable the society to acquire land by devise, and therefore that the devise to the society was void: and as to the freehold, the land vested in the heir at law; and as to the leasehold, it passed to the next of kin.

EQUITABLE CONTINGENT REMAINDER—FAILURE OF LIFE ESTATE—40 & 41 VICT., C. 33—(R.S.O., C. 100, S. 29).

In re Freme, Freme v. *Logan* (1891), 3 Ch. 167, is another decision on the law relating to contingent remainders. The question was whether a contingent