

Lord Parker seems to suggest that a corporation cannot commit maintenance, and that no civil action would lie against it for damages for applying its funds in maintaining an action of a third party, yet he says the act was, nevertheless, tortious and therefore illegal. If the objection of maintenance were out of the way, the payment of the costs in question was unwarranted by the rules of the association, and therefore *ultra vires*. Both the other members of the court, however, put their judgment on the ground that the union was guilty of maintenance, and the payment, therefore, illegal.

MARRIAGE SETTLEMENT—COVENANT TO SETTLE PROPERTY—"INTEREST IN EXPECTANCY."

In *re Mudge* (1914) 1 Ch. 115. In this case the construction of a covenant in a marriage settlement dated in 1866, was in question. By the covenant in question the wife covenanted that any real or personal property to which she was then entitled for any estate or interest whatsoever in reversion, remainder or expectancy, should be settled on the trusts of the settlement. By the will of the settlor's mother, dated in 1862, a fifth share of her residuary estate was given to the settlor's sister Williamina, for life, with remainder to her children, but if she should die without issue (which event happened) her share was to go to her next-of-kin, as if she had not been married. The settlor's mother died in 1864, and Williamina died in 1912, whereupon the settlor, as one of her next-of-kin, became entitled to an aliquot part of Williamina's share of the residuary estate, and the question was whether this share was "in expectancy" within the meaning of the covenant. Neville, J., who tried the case, came to the conclusion that at the date of the settlement the possibility of the settlor becoming entitled to a share of the residuary estate bequeathed to Williamina was an interest "in expectancy," and was caught by the covenant; but the Court of Appeal (Cozens-Hardy, M.R., and Eady, and Phillimore, L.JJ.), were of the contrary opinion, holding it to have been at the date of the settlement a mere *spes successionis*, and as such not within the covenant.

WILL—CONSTRUCTION—GIFT TO NEPHEWS—"NEPHEWS" MEANING OF—NEPHEWS BY MARRIAGE.

In *re Green, Bath v. Cannon* (1914) 1 Ch. 134. In this case the will of the testatrix, which was in question, appointed "my