MERGER—TENANCY IN COMMON—JOINT TENANCY.

In re Selous, Thomson v. *Selous* (1901) 1 Ch. 921. Farwell, J., held that where an equitable estate as tenants in common vests in persons entitled to an equal and co-extensive legal estate as joint tenants, there is a merger of the equitable estate in the legal estate. "Two or more persons cannot be trustees for themselves for an estate co-extensive with their legal estate."

GIFT TO MAINTAIN TOMB "FOR THE LONGEST PERIOD ALLOWED BY LAW"—PERPETUITY—UNCERTAINTY.

In re Moore, Prior v. *Moore* (1901) 1 Ch. 936, is a case which has already been referred to (see ante, p. 258). As already stated there, a testatrix had bequeathed a sum of money to trustees upon trust to apply the dividends to maintaining a tomb "for the longest period allowed by law—that is to say, until the period of twenty-one years from the death of the last survivor of all persons who shall be living at my death," and as already stated, the bequest was held void for uncertainty as to its duration.

WILL—CONSTRUCTION—ABSOLUTE GIFT, OR ESTATE FOR LIFE WITH POWER TO APPOINT.

In re Sandford, Sandford v. *Sandford* (1901) 1 Ch. 939, a testator gave all his property to his wife "so that she may have full possession of it and entire power and control over it, to deal with it or act with regard to it as she may think proper." In the event of her dying "without having devised or appointed" then he made another disposition of it. Joyce, J., held that the wife only took an estate for life with a general power of appointment, and that she having died without making any disposition the gift over took effect.

CONVEYANCE—CONSTRUCTION—GRANT "IN FEE"—CONVEYANCING AND PROPERTY ACT, 1881 (44 & 45 VICT., C. 41), S. 51—(R.S.O. C. 119, S. 4).

In re Ethel & Mitchell (1901) 1 Ch. 945. In this case Joyce, J., appears to have put a somewhat narrow and technical construction upon the Conveyancing Act, 1881, s. 51, (see R.S.O. c. 119, s. 4 (1)). A deed had been made, habendum to the grantee "in fee," and he held that the absence of the word "simple" was a fatal omission, and that the deed did not pass the fee simple. One would have thought that s. 63 of the Act (see R.S.O. c. 119, s. 4 (3)) would