

into his own private banking account and had never accounted or given any acknowledgment therefor. The third executor died in 1886, and the other executor and tenant for life of the fund died in 1903. The plaintiff, who claimed to be entitled to the fund in remainder, now sued the personal representatives of the husband and wife who had received the fund, who set up the defence of the Statute of Limitations (23 & 24 Vict. c. 38, s. 13), (see R.S.O. c. 72, s. 9), and Kekewich, J., held that it was not tenable, because the executors were entitled to receive the money and no action at law would have lain against them for the money, and that although by proceedings in equity they might have been required to secure the fund, yet that did not enable the Statute of Limitations to run in their favour, and, therefore, that so long as the two executors who received the money or the survivor of them lived, there was no present right to receive the money from them in any person capable of giving a discharge therefor, and, consequently, in their lifetime the statute never began to run.

COMPANY—DEBENTURE HOLDERS' ACTION—RECEIVER—COSTS—CHARGING ORDER—SOLICITOR AND CLIENT COSTS—"PROPERTY RECOVERED OR PRESERVED"—THE SOLICITORS ACT, 1860 (23 & 24 VICT. c. 127) s. 28—(ONT. RULE, 1129).

*In re Horne, Horne v. Horne* (1906) 1 Ch. 271 was a debenture holders' action, in which a receiver had been appointed, the solicitor for the plaintiff acting also for the receiver. In the result property was realized by the receiver and the proceeds paid into Court, there being sufficient to satisfy the claims of the debenture holders and leaving a surplus for the liquidator of the company. The plaintiff's solicitor claimed a charge on the proceeds, for his costs as between solicitor and client, and also for his costs as between solicitor and client incurred on behalf of the receiver. Farwell, J., decided that the solicitor was entitled to a charging order upon so much of the fund as belonged to the debenture holders for the plaintiff's solicitor and client costs; and, also, on the residue of the fund payable to the liquidator for the costs incurred on behalf of the receiver.

WILL—CONSTRUCTION—GIFT TO CHILDREN AS A CLASS—SUBSTITUTIONAL GIFT TO ISSUE—ISSUE OF PARENT DEAD AT DATE OF WILL.

*In re Gorringe, Gorringe v. Gorringe* (1906) 1 Ch. 319. A testator gave legacies to the children of one of his sons whom he described as "my deceased son." He gave the residue of his estate in trust for all or any of his children who should be living