is really so much remoteness as the fact that the estate given to the children is a contingent remainder, preceded by an estate which is also a contingent remainder. There cannot be a contingent remainder upon a contingent remainder.

The latest case upon this is a judgment of Mr. Justice Eve in In re Park's Settlement, [1914] W.N. 103, where he held that under a settlement by which property was settled upon a bachelor for life, after his death to his widow, on the death of the widow to his issue, the rule applied and rendered void the gift to the issue; stating the point thus: "As the limitations were to John Foran's widow for life, with remainder to issue who might be born to her as his wife, and John Foran being a bachelor at the time of the deed, that wife might be a person not born at the date of the deed, and there was a 'double contingency' and a limitation, which offended against what was called 'the rule against double possibilities'."

In In re Nash, [1910] 1 Ch. 1, Mr. Justice Farwell puts the matter, in a way, more simply. According to the rule against perpetuities, all estates and interests must vest indefeasibly within a life in being and 21 years thereafter.

At the time of Pierre Charron's death, the wife of the son, as already pointed out, might not have been born. She might well outlive the son twenty-one years. So that it is plain that the interest of the children, whether regarded as the children of the father or mother, might not vest within the time limited.

This being so, upon the death of the sons and their wives—which has now happened—the estate in this fifty arpents is not dealt with by the will; and, as there was an intestacy as to this remainder, it passed to the heirs at law of Pierre Charron, that is, to those who were his heirs at his death.

According to the statement in the report, there were ten children, and they took share and share alike. Some of these have died, and probably left no issue, so that the number of shares will be somewhat reduced. The three defendants claiming under the sons have acquired, not merely the estate of the son under the devise of the will, but also the estate of the son in the residue of the estate which at the date of the conveyance any of these sons had acquired owing to the intestacy of any of the brothers and sisters then dead or otherwise.

The three defendants in possession of the lands have, no doubt, made improvements under a mistake of title; and I think the case is one in which they should be at liberty either to take the portions of the land of which they are in possession, paying