

STATUTE OF LIMITATIONS—REAL PROPERTY—INFANCY OF CLAIM-
ANT—REAL PROPERTY LIMITATION ACT 1874 (37-38 VICT. C.
57) s. 1—(R.S.O. c. 133, s. 4).

In *Garner v. Wingrove* (1905) 2 Ch. 233 Buckley, J., affirms what we believe is the well-settled principle that where a Statute of Limitations once begins to run it is not stopped by any subsequently arising disability of an owner even if the legal title is in trustees. In this case the facts were, that Joseph Meek being the owner, verbally granted the land in question to the defendant as tenant at will in 1884, and the defendant remained in possession until 1904, when the present action was commenced. Meek died in 1888, having by his will devised the land to trustees with power to sell. In 1891 the trustees conveyed the land to Frederick Garner, who died in 1892, having devised the land to trustees in trust to divide the same between his two sons, who at the time of his death were both infants. The action was brought by the trustees of Frederick Garner and the two sons, one of whom was still an infant. Buckley, J., held that it was too late and that the plaintiffs were barred.

WILLS—MUTUAL WILLS—REVOCATION OF WILL MADE IN PURSU-
ANCE OF AGREEMENT TO MAKE MUTUAL WILLS.

In *Stone v. Hoskins* (1905) P. 194 an interesting question is discussed. Two persons agreed to make mutual wills in each other's favour. One of them who died first, altered her mind, and made a new will revoking the will made in pursuance of the agreement. An application for probate of the latter will being made, it was resisted by the defendant on the ground that the will made in pursuance of the agreement could not be thus revoked, or at all events that the first will was binding on the executors. Barnes, P.P.D., however, held that mutual wills made in pursuance of such an agreement, do not become irrevocable until one of the parties dies having acted on the compact, in that case the other cannot depart from the bargain, and his will made in pursuance of the agreement then becomes irrevocable; but if the one who first dies alters his will to the knowledge of the survivor, the latter is at liberty to alter his own will, but he cannot in that case insist on the mutual will of the deceased person being enforced.