

being sons, should attain 25 years or, being daughters, should attain that age or marry, and, in default of such children, then to his three sisters. The question for the Court was whether, seeing that the gift to the children was void for remoteness, the gift over to the sisters was valid. It was attempted to support the claim of the sisters by what is said in *Gray on Perpetuities*, 2nd ed., p. 226, but Astbury, J., held that he was bound by the decision, *In re Thatcher*, 26 Beav. 365, to hold that the gift over was void. It may be remarked that in *In re Davey, Prisk v. Mitchell* (1915) 1 Ch. 837, this view of the law was recognized by the Court of Appeal as correct: see p. 846.

WILL—CHATTELS—LEGAL LIMITATION OF CHATTELS TO LIFE TENANT AND REMAINDERMAN—DEATH OF TENANT FOR LIFE—CHATTELS LOST OR INJURED BY LIFE TENANT—REMAINDERMAN—LIABILITY OF ESTATE OF LIFE TENANT—BAILEE—TRUSTEE.

*In re Swan, Witham v. Swan* (1915) 1 Ch. 829. This was a summary application, by a remainderman, made in an administration action for compensation out of the estate of the deceased for loss or injury to certain chattels of which, under a will, the deceased was life tenant. It was contested on the ground that the action was in the nature of a claim for a tort to which the maxim *actio personalis moritur cum personâ* applied. But Sargant, J., held that the deceased, as life tenant, was in the position of a trustee or bailee of the chattels for the remainderman, and the statement in *Fearne on Contingent Remainders*, 10th ed., vol. 1, p. 414, to the effect that, on the executors' assent to the possession of the first taker, the latter may "be considered as taking in trust for the ulterior legatees, subject to his own anterior beneficial interest therein," was judicially approved, and that the maxim above referred to did not apply.

COMPANY—ARTICLES OF ASSOCIATION—ARBITRATION CLAUSE—SHAREHOLDERS—ARBITRATION ACT, 1889 (52-53 VICT. c. 49), ss. 4, 27—(R.S.O. c. 65, ss. 5, 8).

*Hickman v. Kent or Romney Marsh Sheep Breeders Assn.* (1915) 1 Ch. 881. In this case Astbury, J., decided that, although articles of association neither constitute a contract between a company and an outsider, nor give any individual member special contractual rights beyond those of other members, yet they do constitute a contract between the company and its members in respect of their ordinary rights as members, and,