the gift-over was void for remoteness, and this contention was held by Stirling, J., entitled to prevail, because the gift to the charity was in perpetuity, and the event on which the gift-over depended was one that need not necessarily have happened within a life or lives in being and twenty-one years thereafter.

CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT., C. 41), S. 3 —(R.S.O., C. 110, S. 3)—APPOINTMENT OF NEW TRUSTEE—TRUSTEE PREDECEASING TESTATOR.

In *Nicholson* v. *Field*, (1893) 2 Ch. 511, a testator appointed two persons trustees of his will, both of whom predeceased him; and the question which Kekewich, J., was called upon to determine was whether the personal representative of the survivor of the persons named as trustees could, under the Conveyancing and Law of Property Act, 1881 (see R.S.O., c. 110, s. 3), appoint new trustees of the will. This question he answered in the negative, holding that the power conferred on the personal representative of a surviving trustee under that Act does not extend to the representative of a person who had merely been nominated, but had never been, *de facto*, a trustee.

PRINCIPAL AND SURETY—CO-SURETY—CONTRIBUTION—STATUTE OF LIMITATIONS.

Wolmershausen v. *Gullick*, (1893) 2 Ch. 514, was an action by the personal representative of a deceased surety against a co-surety for contribution. The claim of the principal creditor had been allowed against the estate of the deceased surety in administration proceedings, but the debt had not been paid, nor any part of it; and it was contended that until a surety had paid more than his proportion of the debt he could not maintain an action against his co-surety for contribution; but Wright, J., held that the allowance of the claim against the estate of the deceased in the administration proceedings was equivalent to a judgment, and that although at law a surety could not have maintained an action against his co-surety until after he had paid more than his proportion of the debt, yet that in equity he could do so; and though, if the principal creditor had been a party to the proceedings, he was of opinion that he could have ordered the co-surety to pay to the principal creditor his proportion of debt; yet, as he was not a party, he declined to make any more than a prospective order, declaring the plaintiff entitled to con-