

and the \$1.00 to that of the remainder man, there is still no operation in favour of the latter, for the money consideration will not raise a use on a covenant to stand seised.

Whether the conveyance be treated as a grant or as a covenant to stand seised, the intention was that it should not become effective until the death of the grantor. Although the Judge held that the remainder to B. was good, it is impossible for the writer to see how it could stand. A remainder must have a particular estate to support it, and in this case, whatever complexion the deed may assume, it must be taken not to have passed any estate at the time of its delivery; and, there being no particular estate to support the remainder to B., it must fail as a vested remainder. If it could operate at all in favour of B., it could only operate as a contingent remainder, expectant upon the husband surviving the wife, and still there is no freehold estate to support it. Thus the problem becomes more and more involved by departing from the simple rule that a freehold estate cannot be created to commence *in futuro* by a deed of grant, which the deed purported to be in all its terms.

For the purpose of the case, a better result would have been arrived at by so holding, than that which the Judge reached. Holding the deed to be void as an attempt to create a freehold estate *in futuro*, neither the husband nor the remainder man would take anything; and the wife would thus be able to convey the whole legal and beneficial interests to the purchaser, which interests he was entitled to receive. Whereas, by holding that the remainder to B. was good, the only declaration that could be made was that the purchaser would get the beneficial interest and no regard is paid to his right to receive the legal estate.

BANKRUPTCY—SECURED CREDITORS.

Decisions under the Act which came into force on July 1st, 1920, are beginning. Among the very first is *Rosenzweig v. Hart, ex parte Goldfine*, a judgment of the Quebec Superior Court, decided by Panneton, J., and reported in 56 D.L.R. 8.

It was held that an unpaid vendor of goods may ask for the dissolution of the sale in case of non-payment of the price provided, in the case of insolvency, the right be exercised within thirty days of delivery (C.C. 1543). A vendor in such a position is a secured creditor within the meaning of secs. 2 (gg) and 6 (1) of the Bankruptcy Act and he may recover the goods from the trustee.

An annotation on the above case by J. A. C. Cameron, M.A., K.C., appears in the D.L.R. as follows:—

The question involved in this decision is of wide importance, as the question of provincial legislation bearing upon the Bankruptcy Act comes up for consideration. The last paragraphs of the provisions of sec. 6, sub-sec.