made on the trial of an interpleader issue is an interlocutory and not a final order.

STATUTE OF LIMITATIONS (21 JAC. I.; C. 16, S. 3).

In *Reeves* v. *Butcher* (1891), 2 Q.B. 509, the sole question was whether the plaintiff was barred by the Statute of Limitations, 21 Jac. I., c. 16, s. 3. The action was to recover money lent under a written agreement, which recited an agreement for a loan for five years "subject to the power to call in the same at an earlier period in the events hereinafter mentioned." The defendant agreed to pay interest quarterly, and the plaintiff agreed not to call in the money for five years if the interest were regularly paid; and it was provided that if defendant should make default in payment of the interest for twenty-one days, the plaintiff might call in the principal. No interest was ever paid. The action was commenced within six years from the end of the period of five years. Day and Laurance, JJ., held that the action was barred, that the statute began to run from the earliest period at which the plaintiff could have sued for the money, viz., twenty-one days after the first quarter's interest fell due; and the Court of Appeal (Lindley, Fry, and Lopes, L.JJ.) affirmed the decision.

None of the cases in the Probate Division require to be noticed here.

EXPROPRIATION OF LAND—LEASEHOLD—PURCHASE MONEY, PAYMENT OF—REVERSIONER UNKNOWN.

Gedye v. *Commissioners of H. M. Works, etc.* (1891), 2 Ch. 630, though a case turning to some extent on the construction of an English statute authorizing the expropriation of land for public buildings, yet furnishes a principle for the construction of other statutes of a similar character, and is therefore proper to be noticed here. Certain land, of which the plaintiff was at the time in possession as lessee for an unexpired term, was expropriated for part of the site of the Royal Courts of Justice. The lease under which the plaintiff held was originally for 300 years, and comprised other lands, and the rental was £5 a year. The expropriation was made in 1866, and the term would expire in 1878. The plaintiff and his predecessor in title had paid no rent for many years, and it was unknown who the reversioner was; the value of the leasehold interest was fixed at £500, and paid to him, and the sum of £705, the value of the reversion, was paid into court for the party entitled; no claim had been made to it by the reversioner, and the plaintiff, as having been in possession when the expropriation was made, now claimed that the money should be paid out to him; but North, J., held that the lease not having expired at the time of the expropriation the plaintiff had never been in possession of the reversion at all so as to acquire any title against the reversioner; and in the absence of evidence to show that no rent had been paid by the tenants of the other property included in the original demise, there was no evidence that the reversioner had been barred prior to the expiration of the demise; and this opinion was confirmed by the Court of Appeal (Lindley, Bowen, and Kay, L.JJ.).

WILL—CONSTRUCTION—GIFT OF INCOME DURING LIFE OR WIDOWHOOD—GIFT OF LEGACIES OUT OF FUND ON DEATH OF WIFE.

In re Tredwell, Jeffray v. *Tredwell* (1891), 2 Ch. 640, is a decision of the Court