

c. 133, s. 23). The facts of the case were as follows: A testator, by his will dated January 11, 1835 devised his real estate and bequeathed his personal estate to trustees, upon trust, for sale, and out of the proceeds to pay his debts, and to pay the income of the residue to his wife for life, with remainder over to his children living at her death. By a codicil dated January 30, 1855, the testator revoked the devise contained in his will as to certain specified parcels of land which he devised to his wife for life, with remainder to his two sons in equal shares in fee. The whole of the testator's real estate was subject to a charge of £3,000, created by a predecessor in title of the testator. In 1865 the trustees of the will sold the greater part of the real estate (other than that specifically devised by the codicil), and out of the proceeds paid the £3,000 and some of the testator's own debts. The widow died in 1895, having from the time of the sale until her death received the income of the residue of the proceeds of the sale, and also the rents of the unsold land, including that devised by the codicil. She never gave the trustees any acknowledgment of the liability of the specifically devised land to bear a proportionate part of the £3,000, or paid to them any part of the £3,000, or any interest thereon. It was contended by the residuary devisees that a payment by the tenant for life of the interest on the £3,000 must be presumed, because if she had in fact paid it to the trustees she would have been entitled to get it back from them as tenant for life. North, J., although of opinion that the specifically-devised land was liable at the time of the testator's death for a proportionate part of the £3,000, yet was of opinion, in the absence of any actual payment or acknowledgment by the tenant for life, that the right to charge the specifically-devised land was barred by the Statute of Limitations, s. 8 (R.S.O., c. 133, s. 23), and that the case was governed by *In re England* (1895) 2 Ch. 820 (noted ante vol. 31, p. 438).

MARRIAGE SETTLEMENT — CONFLICT BETWEEN TWO—COVENANT TO SETTLE AFTER ACQUIRED PROPERTY—REVOCATION.

In the case of *In re Gundry, Mills v. Mills* (1898) 2 Ch. 504 a lady in contemplation of marriage on March 15th, 1879, executed a marriage settlement in which she covenanted to settle on the same trusts her after acquired property, and on May 7, 1879, she executed a second settlement which also contained a covenant