

STATUTE OF LIMITATIONS—SHARE OF PROCEEDS OF SALE OF LAND HELD IN TRUST—REAL PROPERTY LIMITATION ACT, 1833 (3 & 4 W. 4, c. 27), ss. 1, 34—REAL PROPERTY LIMITATION ACT, 1874 (37-38 VICT. c. 57), s. 8—(10 EDW. 7, c. 34, ss. 1, 5).

*In re Fox, Brooks v. Marston* (1913) 2 Ch. 75. In this case Warrington, J., holds that a mortgagor's interest in a share of the proceeds of land held in trust for sale is, under the interpretation clause of the English Statute of Limitations, 1833, s. 1 (see 10 Edw. 7, c. 34, s. 1 (Ont.)), an interest in land, and that after the lapse of twelve (in Ontario ten) years, in the absence of any payment or acknowledgment, the right of the mortgagee to recover it is barred under s. 34, (Ont. Act, s. 5).

MARRIAGE SETTLEMENT—COVENANT TO SETTLE PROPERTY—INTEREST IN EXPECTANCY.

*In re Mudge* (1913) 2 Ch. 92. In this case a covenant to settle property contained in a marriage settlement was sought to be enforced. The circumstances were as follows. In 1864 a testatrix gave a fifth share of her residuary estate to her daughter Williamina for life, with remainder to her children, but if she died without issue (which happened) then to her next of kin as if she had not been married. In 1865 Jane, another daughter of the testatrix, married, and by her marriage settlement covenanted that any real or personal property to which she was then entitled for any estate or interest whatsoever in reversion, remainder or expectancy, should be settled upon the trusts of the settlement. In 1912, Williamina died without issue, leaving Jane her sole next of kin, and Neville, J., held that Jane's interest at the date of her marriage in Williamina's share was not a mere spes successionis, but an "interest in expectancy," and as such was subject to the covenant.

INSURANCE COMPANY—WINDING-UP—CURRENT POLICIES—CLAIMS OF POLICY HOLDERS—CONTINGENT CLAIMS MATURING AFTER WINDING-UP ORDER—"VALUING A POLICY"—MEASURE OF DAMAGES.

*In re Law, Car & General Insurance Corporation* (1913) 2 Ch. 103. This was a winding-up proceeding against an insurance company, and the question to be determined was the basis on which the claims of certain policy holders were provable. The