

were made by the owner of a moiety who was also tenant for life of the other moiety, and it was held that the present value of the improvements (not exceeding the amount originally expended thereon) must be borne ratably by the present owners of both moieties.

PRACTICE—ARBITRATION ACT, 1889 (52 & 53 VICT., C. 49), s. 4—(SEE R.S.O., C. 53, s. 38)—STAYING ACTION—EXTENSION OF TIME TO PLEAD.

*Brighton Marine Palace and Pier v. Woodhouse*, (1893) 2 Ch. 486, was an application to stay proceedings under The Arbitration Act, 1889 (see R.S.O., c. 53, s. 38), on the ground that the parties had agreed to refer the matters in question to arbitration. The motion was resisted on the ground that the defendant had obtained a consent to extend the time for putting in his defence, which, it was contended, was a "step in the proceedings," but North, J., held that it was not, and granted the stay; though it would seem, according to the dictum of Denman, J., in *Chappell v. North*, (1891) 2 Q.B. 252, that if the defendant had obtained the extension on application to the court that would have been a step in the cause.

STATUTE OF LIMITATIONS (3 & 4 W. 4, C. 27), ss. 1, 2, 3—(R.S.O., C. III, s. 2, s-s. 3; s. 4).

*Howitt v. Harrington*, (1893) 2 Ch. 497, may be usefully referred to for the discussion it contains as to the kind of rents which are included within the word "rent" in the Real Property Limitations Act (see R.S.O., c. III, ss. 2, 4, 5); Stirling, J., holding that a quit rent payable in respect of copyhold land was a rent within the meaning of the statute.

REMOTENESS—GIFT TO CHARITY IN PERPETUITY, WITH CONTINGENT GIFT OVER TO INDIVIDUALS.

*In re Bowen, Lloyd v. Davis*, (1893) 2 Ch. 491, a testator had bequeathed a sum of money to trustees upon trust to establish schools; and he declared that if at any time thereafter the government should establish a general system of education the several trusts for the schools should cease, and in that event he bequeathed the money as he had bequeathed his residuary personal estate. Those entitled under the gift-over now claimed the fund on the ground that the contingency had happened; their claim was resisted by the Attorney-General on the ground that