devised the demised premises. In 1911, the lessees required the executors to complete the works, and on a reference to arbitration, the arbitrator awarded that the executors should erect the works on part of the demised premises. The question on the present proceeding was, whether the cost of erecting the works must be borne by the specific devisee or by the general estate of the testator. Warrington, J., held that the obligation imposed by the covenant was not one in its nature incident to the relation of landlord and tenant, but was preparatory to the complete establishment of that relation and, therefore, according to the law laid down in *Eccles* v. *Mills* (1898) A.C. 360, was one which as between the specific devisee and the general estate, must be borne ! y the latter.

SETTLEMENT—LIMITATION TO SETTLOR FOR LIFE WITH ULTIMATE LIMITATION TO HIS "HEIR AT LAW"—CONSTRUCTION—RULE IN SHELLEY'S CASE.

In re Davison, Davison v. *Munby* (1913) 2 Ch. 498. In this case the construction of a marriage settlement was in question, whereby the settlor conveyed certain freehold property to trustees to hold in trust for her during her life and, after her death, in trust for such person as she should by will appoint, and in default of appointment, in trust for "the heir at law" of the settlor. It was contended that the rule in *Shelley's* case applied, and that the settlor took a fee, but Warrington, J., held that the limitation to the "heir at law" was not equivalent to a limitation to heirs, and therefore the rule in *Shelley's* case did not apply, and that under the limitation, the person who, at the death of the settlor, answered the description of her heir at law, took an estate for life, and that there was a resulting trust in favour of the settlor. In considering this case the provisions of The Conveyancing and Property Act (1 Geo. V. c. 25, s. 5 Ont.) have to be taken into account.

TENANT FOR LIFE AND REMAINDERMAN—WILL—TRUST FOR CONVERSION—POWER TO POSTPONE CONVERSION—RESIDUE—ESTATE PUR AUTRE VIE—POLICIES ON LIFE OF CESTUI QUE VIE—PREMIUMS, WHETHER PAYABLE OUT OF CAPITAL.

In re Sherry, Sherry v. *Sherry* (1913) 2 Ch. 508. In this case a testator had devised his residuary real and personal estate to trustees upon trust for conversion (but with power to postpone conversion), and to pay the income thereof to his widow for life, and