

wich, J., that there was no presumption of payment of interest by the tenant for life, and the Real Property Limitation Act, 1874, was a bar in favor of the covenantor's personal estate, and in arriving at this conclusion they determined, following *Sutton v. Sutton*, 22 Ch. D. 511, that where land is charged with the payment of money, the period of limitation for bringing an action, either against the land or against the personal estate on any covenant for its payment, is governed by the Real Property Limitation Act, 1874, a point, it may be noted, upon which the Court of Appeal of Ontario has arrived at a different conclusion: see *Allan v. McTavish*, 2 A.R. 278; *Boice v. O'Loane*, 3 A.R. 167; *McMahon v. Spencer*, 13 A.R. 430.

TRUSTEE—BREACH OF TRUST—FOLLOWING TRUST FUNDS—SATISFACTION—PARENT AND CHILD PORTION.

*Crichton v. Crichton*, (1895) 2 Ch. 853; 13 R., Nov. 114, was an action by the beneficiaries under a marriage settlement, to compel the executors of a trustee to make good certain of the trust funds which had been misappropriated. The settlement was made in 1832, and related to a sum of over £20,000 (the property of the intended wife), which was vested in four trustees, on trust, to pay the income to the intended wife for life, and after her death to the husband; and, after the death of the survivor, for such issue of the marriage as the husband and wife by deed, or the survivor by deed or will, should appoint, and in default of appointment, for all equally. The husband ultimately, as executor of the last surviving trustee, obtained the entire control of the trust fund, and he proceeded to deal with part of the trust funds without regard to the settlement. He had two sons, Arthur and Henry, the only issue of the marriage. £10,000, part of the trust funds, he transferred to the joint names of himself and wife, and out of this sum he transferred £9,000 to the trustees of his son Arthur's marriage settlement. Another £4,000 he transferred into the joint names of his son Arthur and himself, of which the son received the income until his death, when he (the father) came into possession of the principal by survivorship. Arthur had apparently no knowledge of the source from which the £4,000