until the lapse of twelve years. It seems, however, that the *rationale* of this decision is the fact that the land comes to the executors charged with debts, not as executors but as trustees, and that in that way a trust is created as regards the land which does not exist as regards the personalty. It may, therefore, be open to question whether in Ontario, since the Devolution of Estates' Act, this reasoning would be applicable, now that the duty of the executor is to administer both the real and personal estate of the deceased, and it may be that here a debt barred as to the personalty would be barred altogether, notwithstanding an express charge of debts upon the realty. Notwithstanding that the debt in this case was held to be not wholly barred as to the realty, Kay, J., nevertheless intimated an opinion, that as the effect of the charge was to make the debts payable rateably out of the real and personal estate, that as to the proportion payable out of the latter, it could not be recovered out of the realty, but on this point he gave no definite decision. One other point arose in the case. The executors had advertised for creditors, and a creditor sent in his claim, it was never admitted, and after six years had elapsed, the executors then took out a summons to have the claim adjudicated upon. It was argued, that the sending in the claim was equivalent to bringing an action, but Kay, J., it is almost needless to say, refused to assent to that proposition.

SOLICITOR AND CLIENT—MORTGAGE BY CLIENT TO HIS SOLICITOR—PROFIT COSTS, RIGHT TO CHARGE.

The short point decided by Kay, J., *In re Roberts*, 43 Chy.D., 52, was simply this, viz.: That where a solicitor takes a mortgage from his client to secure a loan made by himself, he cannot charge his client with profit costs for the preparation of the mortgage. The reasons given for the decision do not appear to be very conclusive, and the case apparently is not covered by any previous authority. There seems to be really no more reason why a solicitor should not be entitled to recover profit costs of a mortgage drawn in his own favor, than that he should not recover profit costs of an action which he brings or defends in person, and yet in the latter case his right to profit costs is, we think, undeniable.

WILL—ADMINISTRATION—COVENANT BY TESTATOR TO PAY ANNUITY—APPORTIONMENT OF LIABILITY BETWEEN DEVISEE FOR LIFE AND REMAINDERMAN.

In re Harrison, Townson v. *Harrison*, 43 Chy.D., 55, a testator having made a covenant to pay an annuity, made a will devising his real estate to certain persons for life with remainder over in fee. The personal estate proving insufficient to meet the liability on the covenant, it was held by North, J., that the annuity must be treated as a debt of the testator, and that it must be apportioned among the estates devised according to their respective values, and that each tenant for life on paying his proportion of the annuity would be entitled in respect of the amount paid to a charge on the *corpus*, but was not entitled to recover any interest on the amounts so paid.

BUILDING SOCIETY—ARBITRATION—AGREEMENT TO REFER—APPOINTMENT OF ARBITRATORS AFTER ACTION.

In *Christie* v. *Northern Counties Building Society*, 43 Chy.D., 62, an application was made by the defendants to stay proceedings and to refer the dispute to arbi-