

signing of the cheque was a circumstance which corroborated the evidence of the donee, if corroboration were necessary, which they denied. We may remark that it has been laid down in Ontario that our statute (R.S.O., c. 61, s. 10) requiring that claims against a deceased person's estate should be corroborated is merely declaratory of what the law was before the passing of the statute (see *Orr v. Orr*, 21 Gr., p. 409, per Draper, C.J.), but this view is not borne out by the present case, in which Cotton, L.J., states (p. 80) that it is not the law in England (where no similar statute to our Provincial Act exists) that the Court will not establish a claim against the estate of a deceased person on the evidence of a claimant alone, unless it is corroborated. The decision of Kekewich, J., was therefore affirmed. See *Greenwood v. Croome*, recently decided by the Divisional Court of the Chancery Division, but not yet reported.

PERPETUITY—REMOTENESS—POSSIBILITY ON A POSSIBILITY—LEGAL LIMITATION OF ESTATE.

*Whitby v. Mitchell*, 44 Chy.D., 85, which was an appeal from a decision of Kay, J. (42 Chy.D., 494), noted *ante* p. 42, reveals the existence of a good deal of divergence of opinion on a point of real property law, viz., as to whether the old rule of law which prohibited the limitation of a legal estate upon a double possibility was or was not obsolete and superseded by the more modern rule against perpetuities, which prohibits property being tied up for a longer period than a life or lives in being, and 21 years afterwards. Mr. Joshua Williams Butler in his notes to Fearn, and Burton maintain that the old rule is still in force, but Lewin, Jarman, Tudor, and Davidson, all take the view that it is obsolete, and Lord St. Leonards himself was cited as having expressed opinions both ways. Kay, J., adopted the opinion of Joshua Williams, and his judgment was affirmed by the Court of Appeal (Cotton, Lindley, and Lopes, L.JJ.).

LUNATIC—NECESSARIES—IMPLIED OBLIGATION TO PAY FOR NECESSARIES—DEBT—RIGHT TO RECOVER FOR NECESSARIES AGAINST ESTATE OF LUNATIC.

*In re Rhodes, Rhodes v. Rhodes*, 44 Chy.D., 94, shows that the mere fact that necessities are supplied for the maintenance of a lunatic, not so found, is not sufficient to create an implied obligation to pay for them, but that the Court will look at all the circumstances, and if they lead to the conclusion that the maintenance was furnished from motives of bounty and without any intention of creating a debt, the Court will not in such a case impute any implied contract to pay for them. In the present case a lunatic, not so found, whose income was £96 per annum, was confined from 1855 until her death; in 1881 in a private lunatic asylum at a cost of £140 a year. Her brother received the lunatic's income, applied it towards her support, and paid the rest out of his own pocket until his death in 1875. After his death his son, who was his executor, continued to receive and apply the lunatic's income in the same manner, and the deficiency was made good partly by himself and partly by his brother and sisters. No claim was ever made in the lunatic's lifetime against her estate, nor did any of them appear to have kept any account against her. Under these circumstances the