

North America Act belongs to the body which has the legislative power (subject to express provisions of the Act, such as section 96), even though the executive power be of a prerogative character; but it cannot be said to be established that, apart from such legislative action, the Act has distributed all prerogative powers having reference to the local affairs of the Dominion between the Governor-General and the Lieutenant-Governors of the Provinces, so as to make these functionaries, as it were, statutory sovereigns in their respective spheres.

CURRENT ENGLISH CASES.

PRACTICE—EJECTMENT—LEAVE TO SIGN JUDGMENT NOTWITHSTANDING APPEARANCE—(ONT. RULE 739).

Jones v. Stone, (1894) A.C. 122, is an appeal from Western Australia, but is useful as an exposition of Ont. Rule 739. The action was for the recovery of land, and the defendant had appeared, and the plaintiff had applied for leave to sign judgment under a Rule similar to Ont. Rule 739. The plaintiff claimed that the defendant was estopped, by payment of rent, from disputing his title. The defendant set up that the rent was not paid to plaintiff as landlord, but as a collector for some third party. The court below had granted leave to sign judgment, but the Judicial Committee of the Privy Council (Lords Watson, Halsbury, Macnaghten, and Morris, and Sir R. Couch, and Davey, L.J.) were of opinion that the defendant was entitled to defend on the merits, and set the order aside.

WILL—CONSTRUCTION—WORDS OF LIMITATION.

In *Hill v. Brown*, (1894) A.C. 125, the construction of a will was in question, which was governed by the English law of wills as it stood prior to the Wills Act (1 Vict., c. 26)---(R.S.O., c. 109, s. 30). The devise in question did not contain any words of limitation, but after the devise the following words occurred in reference to the devisees: "And whose names are in the schedule named and property specifically mentioned to each of their respective names." On the left-hand margin of the will was written "schedule," and under the word "schedule" the names of the devisees were written, but no particulars of the property given to the devisees named in the will. It was contended that