

on the 2nd March, 1887, assuming a breach of trust on that day, and the plaintiff's action was barred before it was begun.

On the 27th September, 1892, the defendant wrote a letter to the plaintiff's solicitors in which he stated that all the affairs of the estate between himself, as trustee, and the heirs were wound-up "as long ago as July, 1887":—

*Held*, that this was not an acknowledgment which had the effect of taking the case out of the operation of the statute; and the defendant was not estopped by the letter from saying that the conveyance was as early as the 2nd March, 1887.

Judgment of MACMAHON, J., affirmed. *Stephens v. Beatty*, 75.

3. *Devise to Religious Body—Minister's Residence—Necessity for User*—R. S. O. ch. 237, secs. 1, 23—38 Vict. ch. 76, sec. 10—*Gift for School Teacher's Residence—Invalidity*—9 Geo. II. ch. 36.]—A testator by his will, made more than six months prior to his death, directed that after his wife's death a house and lot should go to the trustees, for the time being, of a named Presbyterian Church for a manse, if required, or that it might be kept in good repair and rented for the benefit of the congregation. The widow died shortly before the commencement of this action, which was for the construction of the will, and the land had not yet been used for a manse:—

*Held*, that the devise was valid, for section 23 of the Religious Institutions Act, R. S. O. ch. 237, and sec. 10 of 38 Vict. ch. 76 (O.), enabled the trustees to take land for a minister's residence, if actually used as such, although it could not be held merely for the purposes of rental:

that an intention not to so use it would not be presumed from the non-user for the short period that had elapsed since the widow's death; but that, in any event, the effect of such non-user would be that the interest of the trustees in the property could be sold within seven years, as provided for by that section, or that the property would revert to the testator's heirs; and, *semble*, that the trustees could legally sell.

By another clause, certain other land was devised to the trustees of a named common school section, on which a teacher's residence might be erected, or that it might be rented for the benefit of the school funds, subject, however, to a condition of preserving and keeping in order an adjoining plot:—

*Held*, a devise for charitable purposes within the 9th Geo. II. ch. 36, and so void. *Sills v. Warner*, 266.

4. *Legacy—"Legal Personal Representatives"—Vested Share.*]—Devise of land to executors and trustees upon trust to allow the testator's wife to use and occupy it during her life and after her death to sell and pay, among other legacies, a moiety of the purchase money to his son, with a provision that if any of the legatees died before their shares should be paid over, the share of the person so dying should be paid to his "legal personal representative."

The son assigned his share to the plaintiff, and died before his mother and before payment:—

*Held*, that the legacy vested in the son, by being given in the event of his death "as his share" to his executor and administrator as "legal personal representative," and that the plaintiff was entitled. *Kerr v. Smith*, 409.