

£2,000 raisable on Williams' death the right of the trustees was barred by the Statute, and that the two sums of £2,000 were separate and distinct, and the fact that the trustees had the right to raise one of them did not carry with it any right to raise the other as to which their right was barred by the statute. With regard to the second point, North, J. held that where a general power of appointment is executed by virtue of a general bequest, under the Wills Act, s. 27, (R.S.O. c. 128, s. 29), the effect of such an execution of the power is to place the property subject to the power, in precisely the same position as the testator's personal estate, and equally liable therewith for the payment of his debts and legacies. See R.S.O. c. 163, s. 8.

LEASEHOLD—TENANT FOR LIFE—PERMISSIVE WASTE.

In re Parry and Hopkin (1900) 1 Ch. 160, a testator bequeathed to his wife for her life certain leaseholds. The leases under which the testator held contained covenants on his part to repair. The testator's widow entered and enjoyed the premises till her death, but omitted to observe the covenants to repair, and the present proceedings were brought by the person entitled in remainder to compel her estate to pay for the alleged dilapidations to the property suffered during her life, and the claim having been referred to arbitration, a case was stated by the arbitrator. North, J. following *Re Cartwright* (1889) 41 Ch. D. 532, held that the estate of the tenant for life was not liable: see *Patterson v. The Central Canada L. & S. Co.*, 29 O.R. 134, where a similar conclusion was reached by a Divisional Court.

ADMINISTRATION—INSOLVENT ESTATE—ANNUITY—APPROPRIATION OF CAPITAL SUM TO PURCHASE OF ANNUITY—MARRIED WOMAN—RESTRAINT ON ANTICIPATION—DEATH OF ANNUITANT—REPRESENTATIVES, RIGHT OF, TO UNEXPENDED SUM APPROPRIATED TO PURCHASE OF ANNUITY.

In re Ross, Ashton v. Ross (1900) 1 Ch. 162, the suit was for administration of a testator's estate, which proved to be insolvent, and the dividend on the capital value of an annuity bequeathed by the testator to a married woman for life, without power to anticipate the growing payments thereof, was ordered to be laid out in the purchase of an annuity for her. Before the purchase was made the annuitant died and the annuitant's personal representative claimed to be entitled to the money. Those interested in the testator's estate claimed, on the other hand, that the money should go back to the testator's estate. North, J. decided in favour of the