

THE late decision of the Court of Appeal in *Wright v. Bell*, 18 Ont. App., 23, we take to be a further illustration, if any be needed, of the doctrine established by the Supreme Court in *Gray v. Richford*, 2 S.C.R., 431, that where a man is in possession of property to which he has a paper title, he cannot be allowed to repudiate his paper title and set up that his possession was wrongful, so as, under the Statute of Limitations, to cut out the rights of others entitled under the paper title, whether as remaindermen or as *cestuis que trustent*. The right to repudiate an estate granted or devised unquestionably exists, and though that repudiation need not be by record or deed, it must at least be by conduct plain and unequivocal. This rule of law applies both to real and personal property: see *Standing v. Bowring*, 31 Chy.D., 282; and where a person to whom property is devised or conveyed in trust refuses the office of trustee, not even the bare legal estate will vest in him under the will or conveyance: see *Birchall v. Ashton*, 40 Chy.D., 439, per Lindley, L.J. In *Moffatt v. Scratch*, 12 Ont. App., 157, this doctrine of repudiation is discussed, and we have there an instance of what was held to be an effectual repudiation of a grant. In addition to the cases referred to in *Wright v. Bell*, there are some others in our own court on which this question has been adjudicated upon, e.g., *Re Dunham*, 29 Gr., 258; *Re Defoe*, 2 Ont., 623. The distinction drawn by the Divisional Court of the Chancery Division in *Smith v. Smith*, 5 Ont., 690, and which appears to have been approved by the Court of Appeal, is important to be borne in mind, viz., that though a person entering into possession under a will, or other instrument, may be, and generally is, estopped from disputing the title of the deviser or grantor, yet he is not estopped from asserting that the instrument is ineffectual to convey to third parties the rights they claim under it. In that case a party entered into possession under a will made by a married woman, which was void; and it was held that the party so entering into possession might nevertheless rely on its invalidity as against other persons claiming under it.

COMMENTS ON CURRENT ENGLISH DECISIONS.

The Law Reports for January comprise (1891) 1 Q.B., pp. 1-142. (1891), 1 P., pp. 1-8, and (1891), 1 Ch. pp. 1-65.

It will be seen that, with the commencement of this year, a new method of citation has been adopted for the Law Reports. This change is probably made in the interests of the publishers, so as to obviate, if possible, the reluctance of new subscribers to commence subscribing in the middle of a series. Each year in future will be as it were a new starting point. The making of the year a part of the citation, though somewhat cumbrous, will probably be found convenient after we have once become accustomed to it.

BILL OF SALE—BILLS OF SALE ACT, 1878 (41 & 42 VICT., C. 31), S. 4—HIRING AND PURCHASE AGREEMENT.

Beckett v. Tower Assets Co. (1891), 1 Q.B., 1, is a case which seems to us to illustrate the apparent ease with which unscrupulous and greedy money-lenders