

WILL—ADMINISTRATION — ANNUITY CHARGED ON REAL AND PERSONAL ESTATE—EXPRESS TRUST—ARREARS OF ANNUITY—ACKNOWLEDGMENT IN WRITING—REAL PROPERTY LIMITATION ACT, 1823 (3-4 Wm. IV. c. 27), ss. 1, 25, 40, 42—REAL PROPERTY LIMITATION ACT 1874 (37-38 VICT. c. 57), ss. 8, 10—(R.S.O. c. 75, ss. 18, 24, 25, 47 (2) (b)).

*In re Turner, Klastenberger v. Groombridge* (1917) 1 Ch. 422. This was an action to recover arrears of annuity charged by a will on the real and personal estate of the testator. The plaintiff claimed to recover the whole amount due, which exceeded six years' arrears, on the ground that it was payable by the defendants as trustees under an express trust, but Neville, J., held that, under the Statutes of Limitations, no more than six years' arrears were recoverable either as against the real or personal estate.

ONTARIO — SEPARATE SCHOOLS—ENGLISH—FRENCH SCHOOLS—RESTRICTION OF USE OF FRENCH—B.N.A. ACT, 1867 (30-31 VICT. c. 3) s. 93 (1)—PROVINCIAL LEGISLATURE.

*Trustees of R.C. Separate Schools v. Mackell* (1917) A.C. 62. The question at issue in this case was whether the Provincial Legislature of Ontario had power under the B.N.A. Act, 1867, s. 93 (1), to restrict the use of French as a language of instruction in Roman Catholic Separate Schools. The Judicial Committee of the Privy Council (Lord Buckmaster, L.C., and Lords Haldane, Atkinson, Shaw, and Parmoor) held that it had, and the validity of Regulation 17 was upheld.

ONTARIO — SEPARATE SCHOOLS—TRUSTEES—ACT SUPERSEDING TRUSTEES—INVALIDITY—5 GEO. V., c. 45, ONT.—B.N.A. ACT, 1867, s. 93 (1).

*Trustees of R.C. Separate Schools v. Ottawa* (1917) A.C. 76. The question in this case was whether the Provincial Legislature of Ontario had power under the B.N.A. Act, s. 93 (1), to pass a statute (5 Geo. V., c. 45 Ont.) purporting to supersede the school trustees of Roman Catholic Schools who refused to carry out a regulation of the Department of Education restricting the use of French as a language of instruction in such schools. The validity of the regulation was in litigation, and there being no reason to believe that, when determined, as it was in the preceding case, the decision would not be accepted and obeyed, and it