for damages caused by its escape from premises forming part of her separate estate. See *Shaw* v. *McCreary*, 19 O. R. 39.

Right to Kill.]—The defendant killed upon his own land, which adjoined that of the plaintiffs and was unfenced, a deer, one of the progeny of certain deer imported by the plaintiffs and defendant, and allowed to run at large upon the land:—Held, that the deer was feræ naturæ, and, having been shot by the defendant on his own land, belonged to him:—Held, also, that neither the Act incorporating the plaintiffs 29 & 30 Vict. c. 122, nor R. S. O. 1887 c. 221, s. 10, vested the absolute property in the deer in the plaintiffs. *Re Long Point Co.* v. *Anderson*, 19 O. R. 487. Reversed on the question of prohibition: 18 A. R. 401.

See — CARRIERS, III. — MUNICIPAL CORPORATIONS, III.—RAILWAY, XII.

ANNUITY.

Annuity Acts.] — Quære, whether the English Annuity Acts are in force here; but if so, a bill to enforce an annuity deed need not allege the enrolment of a memorial as required by those Acts; and a defendant cannot at the hearing take an objection for want of such enrolment, unless he has set up such defence by his answer. *Emmons* v. *Crooks*, 1 Gr. 159.

Apportionment.] — An annuity payable annually during the annuitant's life is not apportionable, so that his administrator can recover nothing if the annuitant die within the year. *Ausman* v. *Montgomery*, 5 C. P. 364.

Apportionment.] — In consideration of $12,000 paid by plaintiff's testator to the defendants, they, by an instrument in writing, agreed to pay him $1,800 every year during his natural life, in equal quarterly payments of $450 each. The terms "policy" and "annuity bond" were both used in the document itself as descriptive of its nature. The consideration was stated to be not only the $12,000, but "the application for this policy and the statements and agreements therein contained, hereby made a part of this contract;" and it was provided that upon certain conditions "this policy shall be void;"—Held, in an action by his executors, that the instrument was not a policy of assurance within the exception in R. S. O. 1887 c. 143, s. 5, but an annuity bond; and that the money payable by the defendants under it was apportionable within s. 2; and therefore the plaintiffs were entitled to recover a part of a quarterly instalment in proportion to the period between the last quarter day and the death of the testator. *Cuthbert* v. *North American Life Assurance Co.*, 24 O. R. 511.

Attachment.] — A testator having bequeathed £500 per annum, payable out of the rents of his real and personal estate indiscriminately, for the support of his widow and family, (the widow having become sole executrix), his separate creditors were held entitled to have her share of the annuity severed and attached to satisfy their debts, subject, however, to the prior claims of the estate against her as executrix, to be recouped for breaches of trust and the like; and—Semble, that where there is no process whereby such a fund can be reached, this court has power under 22 Vict. c. 22, s. 288, to apply a remedy; as in this case by equitable attachment. *Bank of British North America* v. *Matthews*, 8 Gr. 486.

Condition.]—T. C. S. devised his estate of Clark Hill, with the islands, lands and grounds appertaining, to his nephew M.—M.'s grandmother, by her will, directed her executors to pay him $2,000 a year so long as he should remain the owner and actual occupant of Clark Hill, "to enable him the better to keep up, decorate, and beautify the property known as Clark Hill, and the islands connected therewith;"—Held, that the expropriation, under an Act of the Legislature, of part of the Clark Hill estate, did not in any way affect M.'s right to this annuity; and therefore in awarding compensation to M. for the lands expropriated, the arbitrators properly excluded the consideration of any contemplated loss by M. of this annuity. *In re Macklem and Commissioners of Niagara Falls Park*, 14 A. R. 20.

A failure by M. to reside and occupy, would be in the nature of a forfeiture for breach of a condition subsequent, and his right to the annuity would continue absolute until something occurred to divest the estate, which must be by his own act or default; the vis major of a binding statute could not work a forfeiture. Upon the evidence the court refused to interfere with the amount of compensation awarded. *Ib.*

Interest.]—No interest is allowable in respect of arrears of an annuity. *Goldsmith* v. *Goldsmith*, 17 Gr. 213.

Interest.]—On the 18th October, 1866, the owner of real estate granted an annuity thereout of $40, with power of distress in case of default. Only one year's annuity was paid, and in October, 1877, the grantor, by writing, acknowledged the amount then due. On a bill filed by the annuitant claiming ten years' arrears, with interest thereon:—Held, that the power of distress was not such a penalty as took the case out of the general rule that interest will not be allowed on arrears of annuity; and that notwithstanding the written admission by the grantor of the amount due under the deed, the annuitant could recover only six years' arrears without interest, as against a puisne incumbrancer who had duly registered his conveyance. *Crone* v. *Crone*, 27 Gr. 425.

Interest.]—Interest on, as against assignee in insolvency. See *Snarr* v. *Badenach*, 10 O. R. 131.

Personal Liability.]—Where a devise of real estate is made subject to the payment of an annuity, and the devisee accepts the devise, he will be deemed to have assumed a personal liability to pay the amount which will be enforced by the court. *Carter* v. *Carter*, 26 Gr. 232.

Prior Mortgage.]—The owner of property mortgaged it, and then died, having devised one-half of the property to one son, and the other half to another, charging each half with an annuity to the testator's widow. One of the sons afterwards died intestate, and his widow paid off the mortgage and took an assignment to herself:—Held, that if