

shall think expedient; and the trustee, executor or administrator acting upon the opinion, advice or direction given by the said Judge, shall be deemed, so far as regards his own responsibility, to have discharged his duty as such trustee, executor or administrator, in the subject matter of the said application; provided, nevertheless, that this Act shall not extend to indemnify any trustee, executor or administrator in respect of any act done in accordance with such opinion, advice or direction, as aforesaid, if such trustee, executor or administrator shall have been guilty of any fraud or wilful concealment or misrepresentation in obtaining such opinion, advice or direction: and the costs of such application, as aforesaid, shall be in the discretion of the Judge to whom the said application shall be made. 22 & 23 Vic., cap. 35, sec. xxx.

**35.** Every deed, will, or other document creating a trust, either expressly or by implication, shall, without prejudice to the clauses actually contained therein, be deemed to contain a clause in the words or to the effect following; that is to say:—"That the trustees or trustee, for the time being, of the said deed, will, or other instrument, shall be respectively chargeable only for such moneys, stocks, funds and securities as they shall respectively actually receive, notwithstanding their respectively signing any receipt for the sake of conformity, and shall be answerable and accountable only for their own acts, receipts, neglects, or defaults, and not for those of each other, nor for any banker, broker, or other person with whom any trust monies or securities may be deposited; nor for the insufficiency or deficiency of any stocks, funds or securities; nor for any other loss, unless the same shall happen through their own wilful default respectively; and also that it shall be lawful for the trustees or trustee for the time being, of the said deed, will, or other instrument, to reimburse themselves or himself, or pay or discharge out of the trust premises all expenses incurred in or about the execution of the trusts or powers of the said deed, will, or other instrument." 22 & 23 Vic. cap. 35, sec. xxxi.

Every trust instrument to be deemed to contain clauses for the indemnity and reimbursement of the Trustees.

#### JURISDICTION OF CHANCERY.

**36.** The Court of Chancery in Upper Canada shall have the same jurisdiction as the Court of Chancery in England has in regard to leases and sales of settled estates; and in regard to enabling minors, with the approbation of the Court, to make binding settlements of their real and personal estate on marriage; and in regard to questions submitted for the opinion of the Court in the form of special cases on the part of such persons as may by themselves, their Committees, Guardians, or otherwise concur therein; and the said Court shall have the same powers of regulating the practice in such cases as in other matters within the jurisdiction of the said Court.

Court in U. C. to have the same jurisdiction as in England, in regard to settlements of minors estates. Special cases submitted, &c.

**37.** In all cases in which the Court of Chancery has jurisdiction to entertain an application for an injunction against a breach of any covenant, contract or agreement, or against the commission or continuance of any wrongful act, or for the specific performance of any covenant, contract or agreement, the Court, if it thinks fit, may award damages to the party injured, either in addition to or in substitution for such injunction or specific performance, and such damages may be assessed in such manner as the Court may direct. 21, 22 V., c. 27, s. 2.

Court may award damages in cases of injunction against breach of covenant, or for specific performance, &c.