

bricks on the joint property.

Dougall v. Foster, 319.

TRUSTEES.

The Mayor of Toronto, an incorporated city, secretly contracted to purchase, at a discount, a large amount of the debentures of the city, which were expected to be issued under a future by-law of the City Council; and was himself an active party afterwards in procuring and giving effect to the by-law which was subsequently passed. *Held*, that he was a trustee for the city of the profit he derived from the transaction.

City of Toronto v. Bowes, 489.

VENDOR AND VENDEE.

A vendor of real estate who takes, by way of security for the purchase money, the joint and several promissory notes of the vendee and surety, does not lose his lien on the estate for the purchase money, though he took no mortgage therefor.

Colborne v. Thomas, 102.

See also "Lien."

WILL.

1. A testator who died in 1820 devised his farm to trustees in trust to pay certain legacies, and divide the residue amongst the testator's three sons. The trustees refused to act, and the eldest son in consequence, on com-

ing of age in 1823, sold portions of the land and applied the proceeds, or part of them, towards paying the legacies. After his death, the surviving trustee executed a conveyance of the whole farm to the two surviving sons, from misunderstanding the nature of the deed presented to him for execution. The two sons then sold what remained of the farm, and brought an action of ejectment against the plaintiff, who had the parcels sold by the eldest son during his lifetime. The court restrained this action, declared the plaintiff entitled, as far as might be necessary for his protection, to stand in the place of the eldest son in regard to his undivided third of the whole property, and to his charge, for two-thirds of the legacies he had paid, on his brothers' undivided two-thirds of the estate, and decreed a partition and other enquiries to give effect to such declaration.

Hiscott v. Berringer, 296.

2. The testator devised real estate to his wife for life, with remainder to A., B. and C., or the survivors or survivor of all of them, their heirs and assigns, for ever. *Held*, that the clause of survivorship meant the survivors at the death of the tenant for life, and not of the testator.

Peebles v. Kyle, 334.