

and Lords Macnaghten and Ludlow, and again before Lord Halsbury, L.C., and Lords Macnaghten, Morris, Shand, and Hereford. Their Lordships reversed the decision of the court below which had adjudged the trustees not liable, and held that the trustees had been guilty of a positive breach of trust and were bound to make good the fund, and that the immunity clause in the will afforded them no protection. Lord Morris, however, dissented, and Lord James hesitated and concurred with the majority with regret.

MINING LEASE—NOTICE OF ABANDONMENT OF INTEREST IN LEASE BY JOINT LESSEE.

Palmer v. Moore (1900) A.C. 293, is an appeal from the Supreme Court of New South Wales, which declared that one Lamrock, an insolvent, had no beneficial interest in a certain gold mining lease and was merely a trustee for the respondent of his legal interest, if any, and that the appellant, as official assignee, had no interest in the lease and no claim to any part of the purchase money agreed to be paid for it. The facts were that Lamrock and two others were joint lessees of the Crown for the purpose of gold mining. The lessees were called on to shew cause why the lease should not be cancelled for non-performance of the conditions thereof. Before receiving this notice one of the lessees had received a letter from Lamrock saying he was unable to contribute to the expenses of working the mine and that the other lessees could do what they liked with it, "I am out of it." The other lessees succeeded in avoiding the cancellation of the lease, and thereafter found all the money for working the mine, and ultimately sold it for £1200, in which the assignee of Lamrock now claimed to participate. The Judicial Committee of the Privy Council (Lords Hobhouse, Morris and Davey and Sir R. Couch) agreed with the Court below and dismissed the appeal.

PURCHASE BY HUSBAND—IN NAME OF WIFE AND DAUGHTER.

Eddy v. Eddy (1900) A.C. 299, was a curious action instituted by a father against his daughter for the recovery of \$187,000 under the following circumstances. The plaintiff and his deceased wife were married in Vermont in 1846. In 1854 they removed to Hull in the Province of Quebec, where by their joint efforts, they built up a large business. Two properties were purchased and conveyed to the wife, and another property was purchased and