

*Trust.*—1. A testator gave his residue to trustees to sell out and invest in parliamentary funds and real securities. It was, however, provided that the trustees for the time being might "sell out, transfer, or otherwise vary or alter, all or any of the said trust moneys, funds, and securities, and invest the same" in any other funds or securities whatever. The trustees put the property into £3 per cent annuities; but their successors afterwards sold these out, and invested in Egyptian bonds and Russian railway bonds, transferable by delivery; and each trustee took one-half of them to keep. One of them absconded with the portion in his hands, and the bonds greatly sunk in value. *Held*, that the trustees were authorized by the will to change the investment as they did; but that the remaining one was responsible for the portion of the property made off with by the other.—*Lewis v. Nobbs*, 8 Ch. D. 191.

2. A testator left his residue in trust for J. and others, his children, the provisions to vest in them at his death, and be paid six months thereafter. Notwithstanding this period for payment, "I provide and declare that it shall be lawful to, and in the power and option of, my trustees, if they see cause and deem it fit, to postpone as long as they shall think it expedient to do so the payment . . . . as aforesaid in the case of all or any of my children, . . . . and to apply the interest or annual produce of the same during the . . . . postponement to or for behoof of such children . . . . or by deed under their hands to retain said provisions, or to any of them, vested in their own persons, or to vest the same in the persons of other trustees (whom they are hereby authorized to appoint), with all . . . . the powers . . . . belonging to themselves, . . . . so that my children . . . . or any of them . . . . may draw . . . . only the . . . . annual proceeds of their respective provisions during their lives, or for such time as my trustees may fix, and that the capital may be settled on or for behoof of such children and their issue, on such conditions and under such restrictions and limitations and for such uses as my trustees in their discretion may deem most expedient, of which expediency, and the time and manner of exercising the powers and option hereby given, they shall be sole and final judges." J. received the annual income

on his share from the trustees from 1871 to 1876, and also a part of his capital. The respondents then got judgment against J., and proposed to arrest the balance of J.'s capital in the trustees' hands, and apply it in payment of their debt. After the action was brought, but before judgment, the trustees executed a deed to themselves, to pay the interest to J. for life and the fee to his children, and resolving to hold the balance as an alimentary fund for J. and his family. *Held*, reversing the opinion of the Scotch court, that the trustees' discretion was complete, both as to principal and income, and the creditors had no claim on either. Effect of testing clause considered extrajudicially.—*Chambers v. Smith*, 3 App. Cas. 795.

3. L. bequeathed the residue to R., J., and I., trustees, to pay the income to his wife for life, and then to invest £850, and to pay the income of £500 thereof to his daughter, M., for life, and at her death for her children; and to pay the income of the other £350 to his daughter, B., for life, and at her death to stand possessed of the amount for her children. If M. died without issue, her share should go and be divided among L.'s other children, in like manner as their original shares were given them. Testator died in 1854, his wife in 1856, and M. in 1859, without issue. Thereupon B. became entitled to the income of one-third of M.'s £500, or £166 13s. 4d. in addition to her own, *i.e.*, to the income of £516 13s. 4d. R. advanced B. £50, and paid her interest upon £350 from the death of the wife, and on £466 13s. 4d. from the death of M. He died in 1863, and his executors continued the payments until 1874, with the knowledge of those interested in R.'s estate. There was among L.'s property a mortgage for £1,200. Between his death and the death of R., £700 of this was paid off in instalments. After the death of R., one of his executors received the other £500 in instalments. The receipts for the £700 were sometimes signed by R. alone, sometimes by R. and the other executors. For the £500, the receipts were signed by one of R.'s executors, "for the executors of L." R.'s executor paid J. one-third of the £500, I. one-third, and kept one-third himself. In 1877, B. began an action against the executors of R. to have the £516 13s. 4d. and the back interest restored out of R.'s estate. It was objected that L.'s other trustees should be joined.