

marrying for some purpose which failed, the step was irrevocably taken, and could not be retraced.

ADMINISTRATION — BREACH OF TRUST — ACCOUNT — "WILFUL
NEGLECT AND DEFAULT" — REMOVAL OF TRUSTEE.

In re Wrightson, Wrightson v. Cooke (1908) 2 Ch. 789 was an action against a trustee for an account alleging a breach of trust. Certain breaches were alleged in the pleadings but the plaintiff at the trial took a judgment in common form for an account. This according to the English practice would not entitle the plaintiff upon the reference to go into other breaches of trust than that alleged in the pleadings and he applied to the court at a subsequent stage of the proceedings for permission to set up and have an inquiry as to other breaches of trust, but Warrington, J., held that this could not be done, though it would seem that in Ontario under Out. Rule 667, even without any specific direction, it would be competent for a master to go into any such matter. But there is another point in the case which should be noted, viz, that the learned judge also held that the court might at any stage of the proceedings if it should see fit, in the interest of the trust estate, or the beneficiaries, remove a trustee even though that relief had not been prayed for in the statement of claim.

WILL — LAND SUBJECT TO INCUMBRANCE — OPTION TO PURCHASE
GIVEN BY WILL — INTEREST OF DONEE IN RIGHT OF PRE-EMP-
TION — DEVISEE — REAL ESTATES CHARGES ACT 1854 (17-18
VICT. c. 113) s. 1 — (R.S.O. c. 128, s. 37.)

In re Wilson, Wilson v. Wilson (1908) 1 Ch. 839. A testator by his will gave one of his sons an option to purchase two houses from his trustees at the sum of £450. The two houses were subject to a mortgage of £300. The son elected to exercise the option, and claimed that he was entitled to a conveyance free from the incumbrance, and Warrington, J., held that he was, and that he was not in the position of an heir or devisee of the land, and therefore the Statute 17-18 Vict. c. 113, s. 1 (R.S.O. c. 128, s. 37) did not apply.

COMP. — ACTION TO RESCIND CONTRACT TO TAKE SHARES — IN-
JUNCTION RESTRAINING FORFEITURE OF SHARES — PAYMENT
INTO COURT.

Lamb v. Sambas Rubber, etc., Co. (1908) 1 Ch. 845 was an action to rescind a contract to take shares in a limited company.