

plaintiff's land, but no rent was ever paid or claimed for coal carried over the railways and shipped at Port Blyth but not passing over the plaintiff's land. The House of Lords (Lord Halsbury, L.C., and Lords Macnaghten, Davey and Robertson) unanimously agreed with the Court of Appeal that the agreement was perfectly plain and unambiguous, and the fact that the parties had interpreted the words in a different sense from that which they plainly bore could not affect the construction: that the defendants were liable to pay rent for coal carried over any part of the railway comprehended in the Special Act and shipped at Port Blyth, although it did not pass over the plaintiff's land, and that the plaintiff was entitled to an account for six years prior to the issue of the writ.

**TRUST—TRUSTEE—BREACH OF TRUST—NEGLIGENCE—IMMUNITY CLAUSE—**  
TRUSTEE ACT, 1893 (56 & 57 VICT., C. 53) S. 17, SUB-S. 3—(R.S.O. C. 130.)

*Wyman v. Paterson* (1900) A.C. 271, although an appeal in a Scotch case, is one that it will be useful to note. The defendants were trustees of a fund set apart to answer a life annuity and devisable on the annuitant's death among the persons entitled in remainder, of whom the appellant was one. The sum of £3700, part of this fund, was invested in a heritable bond. On July 15, 1887, the bond was paid off, and the trustees allowed their law agent to receive the money and retain it in his hands uninvested for six months. At the end of this time the law agent had misappropriated the money, became bankrupt, and the greater part of the fund was lost. It appeared that the agent had deposited the money in a bank for behoof of the trustees, and that they had requested the agent to deposit it in their own names, which the law agent failed to do, the trustees on making enquiries being put off with a statement that he was ill and could not attend to business. On January 19, 1888, they first heard that he was in embarrassed circumstances, and they immediately employed a new agent, and on the same day informed the bank that the old agent had ceased to act for the trustees and was not entitled to withdraw the money, but it appeared that he had withdrawn it on the previous day. The will creating the trust contained the usual immunity clause in favour of the trustees. The case was twice argued before the House of Lords, first before Lord Halsbury, L.C.,