

other property whatever, the same should be settled on the trusts of the settlement. At the date of the marriage the wife was entitled to a vested interest in an unascertained share of a fund in reversion, expectant upon the death of certain persons. The wife died in 1852, leaving her husband surviving; the fund in question came into possession in 1888, the husband being still living. It was held that the covenant extended to the fund, and was not restricted to property falling in during the coverture, where the husband survives, though it would be so restricted where the wife survives.

TRUSTEE—BREACH OF TRUST—PREVIOUS ADMINISTRATION ACTION—INFANTS—RES JUDICATA.

*Worman v. Worman*, 43 Chy.D., 296, was an action brought against trustees, alleging a breach of trust and claiming relief. The breach of trust complained of was the purchase of an equity of redemption in certain property, upon which part of the trust funds were invested upon a second mortgage. A previous action for administration had been brought by other beneficiaries of the trust, who also complained of the same breach of trust, and the present plaintiffs, who were then infants, were served with the judgment in that action, and by order had liberty to attend the proceedings. That suit was ultimately compromised before any report had been made, and a petition was presented to the Court to which the present plaintiffs were respondents, praying *inter alia* that a partition might be made of the trust property, and that the sum of £2,500, which the plaintiff in that action had agreed to accept as her share in the trust property, might be raised and paid to her, and the proceedings stayed. The alleged breaches of trust were not referred to in this petition, though all the facts connected therewith were disclosed in the previous proceedings. The defendants now contended that the purchase of the equity of redemption having been made as being, in the best judgment of the trustees, the best course to take with a view to protecting the estate from loss, and which had had the effect of saving it from a greater loss, was not a breach of trust, and even if it were, the plaintiffs were precluded from complaining of it by reason of the compromise effected in the previous action to which they were parties; but Kekewich, J., held the purchase of the equity of redemption was a breach of trust, because, by the terms of the trust, the trustees had no power to invest the trust funds in that way, no matter what their motive in doing so may have been; and further, that the former action was merely a compromise of the claim of the plaintiff in that action, and did not estopp the present plaintiffs from complaining of the same breach of trust.

PRACTICE—AWARD—EXTENDING TIME FOR MOVING TO SET ASIDE AWARD—ORD. LXIV., R. 7 (ONT. RULE 485).

The point of practice decided by Kekewich, J., in *re Oliver & Scott's Arbitration*, 43 Chy.D., 310, was, that under Ord. lxiv., r. 7 (Ont. Rule 485), the court has now power to extend the time for moving against an award, although the time limited by 9 & 10 Wm. III., c. 15, s. 2, as enlarged by r. 14 of the same order, may have expired.