producing here, viz.: "I should be very unwilling to extend decisions the effect of which is to compel persons who are not desirous of maintaining continuous personal relations with one another to continue those personal relations. I have a strong impression and a strong feeling that it is not in the interest of mankind that the rule of specific performance should be extended to such cases; I think the courts are bound to be jealous, lest they should turn contracts of service into contracts of slavery." As against the third persons from whom damages were claimed for enticing the children away from the plaintiff, the case also failed, because, in the opinion of the judge, the terms of the apprenticeship deed were not beneficial to the infants, in that it imposed extraordinary obligations on them without any fairly correlative benefits. Among other things the infants were restrained during the stipulated term from accepting any other employment, whereas there was no corresponding agreement that during the term the master would himself furnish them with employment, and there was also a power to the master at any time after fair trial to put an end to the indenture if he should find the apprentices unfit, and also a power enabling him to require the infants to undertake an engagement at any theatre in England or anywhere else in the world. He therefore held that the indenture was one which was not for the benefit of, and did not bind the infants, and therefore no action would lie against the third persons by whom they were alleged to have been enticed away from the plaintiff.

BREACH OF TRUST—FOLLOWING ASSETS—STATUTE OF LIMITATIONS—PARTIES.

In re Bowden, Andrew v. *Cooper*, 45 Chy.D., 444, was an action brought by a new trustee against the personal representative of a former trustee to compel him to make good a loss occasioned by improper investments made by the former trustee more than six years prior to the action; and brings to our attention the fact that in England, under such circumstances, the defendant may successfully plead the Statute of Limitations in bar of the action, where there has been no fraud on the part of the deceased trustee; this is by virtue of the Trustee Act, 1888 (51 and 52 Vic. 59), s. 8, of which, we believe, no counterpart is yet to be found in the Ontario Statute Book. The point was raised whether the plaintiff trustee sufficiently represented his *cestui que trust*, and the court held that he did under Ord xvi, r. 8 (Ont. *Rule* 309).

WILL.—CONSTRUCTION—ANNUITY TERMINABLE ON EXPIRATION OF LEASE—GIFT-OVER ON DEATH OF A. WITHOUT "LEAVING" CHILD.

In re Hemingway, James v. *Dawson*, 45 Chy.D., 453, is a decision of Kay, J., on the construction of a will. The testator gave to his daughter Lucy an annuity during her life payable out of the rents of leasehold property, held for an unexpired term of sixty years, and after Lucy's death he directed the annuity to be paid to her child or children; and if more than one equally, who being sons should attain twenty-one, or being daughters should attain that age or marry; and in the event of the death of Lucy "without leaving" any such child, the testator gave the annuity to and among the survivors of the testator's children and grand-children. Lucy had one child who attained twenty-one, but pre-