but that where he has assumed to do so his general executors have, nevertheless, under The Conveyancing and Property Act, 1881 (44 & 45 Vict., c. 41), s. 31 (R.S.O., c. 110, s. 3), the power to appoint the new trustee, and that their appointment will prevail over that assumed to be made by their testator.

TRUST—TRUSTEE—LOAN TO FIRM AUTHORIZED BY TESTATOR—CHANGE IN FIRM—BREACH OF TRUST—PAYMENT OF INTEREST—PARTNERS, LIABILITY OF—STATUTE OF LIMITATIONS—TRUSTEE ACT, 1888 (51 & 52 VICT, C. 59), s. 8—(54 VICT., C. 19, S. 13 (O.))—COSTS.

In re Tucker, Tucker v. *Tucker,* (1894) 1 Ch. 724, was a suit against the trustees of a will to make them responsible for alleged breaches of trust. The testator had, by his will, expressly authorized his executors and trustees to invest his personal estate "either by placing the same on deposit with the firm of Baker, Tuckers & Co., should they be willing to accept it at interest," but, if not, then upon usual securities, with liberty to call in and vary the investments. At the time of his death the testator had a sum of money on deposit with the above-named firm, which the executors continued after his death, and after there had been, to the knowledge of the executors, from time to time changes in the membership of the firm. From the death of the testator until 1891, the interest on the money so deposited was regularly paid by the firm. Romer, J., held that the loan to Baker, Tuckers & Co. was only authorized so long as the firm was constituted as at the date of the testator's death; that on the membership of the firm becoming changed, it was the duty of the trustees at once to have called in the money, and their not doing so was a breach of trust, which rendered them liable for any loss that might accrue. At the time of the testator's death, the firm of Baker, Tuckers & Co. consisted of Henry Tucker and William Tucker. Henry Tucker died in 1875, and appointed William Tucker his executor. The payments of interest made after Henry Tucker's death were not paid out of his estate, but by the continuing firm. It was held that the claim of the trustees in respect of the loan as against his estate was barred by the Statute of Limitations; but as regards William Tucker, who retired from the firm in 1883, and stipulated with the continuing partners that they should assume and pay the debt in question, it was held that the payments of interest subsequently made by the continuing members of the