

TRANSFER OF SHARES.

[TO QUALIFY DIRECTOR.]

See "Street Ralilway," 1, 2, 4.

TREASURER AND WARDEN.

See "Sale for Taxes," 3.

TRESPASS.

See "Judgment" &c.

TRUST DEED.

See "Fraudulent Conveyance," 6.

TRUSTS, TRUSTEE, AND CESTUI QUE TRUST.

1. *L.* and *S.* were appointed by the Court trustees for the plaintiff, a married woman, upon a written consent purporting to be signed by them agreeing to act. Subsequently *L.* obtained from the plaintiff a lease of the trust estate to himself, at what was alleged to be an inadequate rental. Some years afterwards, and after the death of her husband, the plaintiff instituted proceedings to have the lease cancelled, alleging as grounds of relief, inadequacy of rent, want of proper advice by the plaintiff in the execution thereof, and the fiduciary relation towards herself which *L.* had assumed. Under the circumstances the Court [*Per SPRAGGE, C.*] granted the relief asked, notwithstanding *L.* swore that he was not aware that he had been appointed trustee; that he never signed the consent to act as such, and that his conduct throughout had been *bonâ fide*, it being shewn that he had effected an insurance upon the buildings situate upon the premises, the application for which he had signed as trustee, and there being reason to believe that if he had not signed the consent himself he had authorized the husband of the plaintiff to affix his signature thereto; but gave *L.* the option of accepting a new lease of the property to be settled by the Master; which decree was affirmed by the full Court on rehearing.

Seaton v. Lunney, 169.

2. The operation of an ordinary deed of bargain and sale under the Short Forms Act—R. S. O. ch. 102—conveying lands to trustees considered and acted on. *Ib.*

See also "Executors," 4.