that what the section prohibits is the act of the trustee himself—something for which he is directly responsible, or can control, or can individually do or refrain from doing or being a party to; and therefore it was held that the fact of the Public School Board of the City of Toronto entering into an agreement with and purchasing their stationery and school supplies from a publishing company, and having obtained gas from a gas company and insured their property in certain insurance companies, of which said companies the plaintiff was a shareholder, did not disqualify him from acting as a trustee of the School Board, or render his seat vacant under the above section.

The case of *Oliver* v. *Newhouse*, p. 90, was an interpleader issue arising from seizure by an execution creditor of certain goods, under circumstances which are succinctly given by Wilson, C. J., in the following passage from his judgment:—"From the evidence it appears there was a verbal lease of the farm made by the father to the son for five years, determinable at any time at the will of either of them, and the son was to have the use of the stock and implements on the farm to enable him to work it; and for the farm and stock the son was to pay the father $100 a year and support the father and his family, who all lived on the farm. The son had the right to sell and deal with the chattel property as he liked, and he was to leave upon the farm at the termination of the lease as much value in chattels as he got, and whatever there was at that time above the value given to him was to be his own. The son carried on the farm under that agreement until January, 1879, when he left the place, and the father assumed possession of the land and chattels as his own. In March, 1878, the son formally surrendered the farm and crops to the father, and in April a final settlement was made between the the father and the son, the son giving up all his interest in the chattel property to his father. After that settlement these goods were taken in execution for the son's debt, and the question is, whether the goods so seized were at the time the property of the father or of the son." Wilson, C. J., and Galt, J., concurred in holding that the goods demised to the son gave him only a limited interest for the duration of his term, that those goods he got as lessee, and did not part with under the power he had, remained just as if there had been no such power given: that the goods brought on to the farm in lieu of the demised goods sold or exchanged by the lessee became subject to the terms of the demise just as the goods were and had been for which they were substituted. But if not, the substituted goods did, by the termination of the tenancy, by will of the lessor in January, 1879, when the son left the farm and the father took possession of it and of the goods upon it, and by that act of seizure and possession as of right by the father revest the residue of the original goods in the father and vest the substituted goods in the father as the former owner and lessor. Osler, J., on the other hand, held that the transaction amounted to a sale of the goods, and that the property became the property of the execution debtor liable to be seized on an execution against him.

The last case, *Regina ex rel. O'Dwyer* v. *Lewis*, was an appeal from the decision of the C. J. of the Court of Q. B. The question in dispute was, whether a County Court Judge having granted his fiat for the issue out of a Superior Court of a writ of summons in the nature of a *quo warranto*, under R. S. O. c. 174, sec. 179, had power afterwards to set aside his fiat for the writ, with the writ and proceedings, for irregularity or insufficiency or whether the writ having been issued, his power was limited to trying the validity of the election impeached. The C. J. of the Q. B. refused to set aside the order. Now on appeal, Wilson, C. J., also held the County Court Judge had power to make the order, on the ground that the writ being made returnable before himself, he