facts shewn the judgment of the Court of Queen's Bench should be affirmed. *Muir* v. *Carter; Holmes* v. *Carter*, xvi., 473.

5. *Art. 19 C. C. P.—Suit by trustees—Promissory note—Collateral—Price of sale—Prescription—Estoppel by deed.*] — H. as trustee for creditors of the firm of R. M., sued appellant, a member of the firm, for $4,720, alleging: 1. A registered transfer from one J. R. M. to him, as trustee, of a similar sum with all rights, mortgages, &c., thereunto appertaining, due by the said appellant to J. R. M. for the price of lands. 2. A transfer of promissory notes signed by appellant for the same amount and representing the price of sale of said property, but which were to be in payment thereof only if paid at maturity. Appellant was a party and intervened to the deed of transfer and declared himself satisfied and subject to its conditions.—Appellant pleaded that H. had no action as trustee (art. 19 C. C. P.) and that the price had been paid by the promissory notes which were now prescribed. *Held*, affirming the Court of Queen's Bench, that art. 19 C. C. P. was not applicable. The appellant, having become a party to the registered transfer, which gave the respondent as trustee all mortgagee's rights, was estopped from denying the efficacy of such deed or of the right of the plaintiff to sue thereunder in his quality of trustee. *Burland* v. *Moffatt* (11 Can. S. C. R. 76); *Browne* v. *Piasoneault* (3 Can. S. C. R. 103); and *Porteous* v. *Reynar* (13 App. Cas. 120) distinguished. 2. That the notes having been given as collateral for the price of the property, and the property not having been paid for, the plea of prescription as to the notes could not avail against an action for the price. Judgment appealed from (15 R. L. 214) affirmed. *Mitchell* v. *Holland*, xvi., 687.

6. *Administration of estates—Remuneration for services—Trustees—Commission—Rule of law.*]—In the Province of Nova Scotia prior to the passing of 51 Vict. c. 11, s. 69, the rule of English law relating to commission to trustees was in force, and no such commission could be allowed unless provided by the trust. Judgment appealed from (21 N. S. Rep. 184) reversed. *Power* v. *Meagher*, xvii., 287.

7. *Minority—Sale of minor's stock — Commercial company — Shares held "in trust"— Arts. 297, 298, 299 C. C.—Arts. 1351, 1353 C. P. Q. — Purchaser for value — Notice — Account.*]—Where a father, acting generally in the interest of his minor child, but without having been appointed tutor, and being indebted to the estate of his deceased wife, of whom the minor was sole heir, subscribed for shares in a commercial company on behalf of the minor and caused the shares to be entered in the books of the company as held "in trust," this created a valid trust in favour of the minor without any acceptance by or on behalf of the minor being necessary.—Such shares could not be sold or disposed of without complying with the requirements of arts. 297, 298, 299 C. C.; and a purchaser of the shares having full knowledge of the trust upon which the shares were held, although paying valuable consideration, was bound to account to the tutor subsequently appointed for the value of such shares.—The fact of the shares being entered in the books of the company and in the transfer as held "in trust" was sufficient of itself to shew that the title of the seller was not absolute and to put the purchaser on inquiry as to the right to sell the shares. *Sweeny* v. *Bank of Montreal* (12 Can. S. C. R. 661; 12 App. Cas. 617) referred to and followed. Judgment appealed from (M. L. R. 5 Q. B. 273) reversed, Taschereau, J., dissenting. *Raphael* v. *McFarlane*, xviii., 183.

8. *Mortgagor and mortgagee—Mortgage by trustee — Personal liability — Right of mortgagee to enforce equities between trustee and cestui que trust.*]—Where lands held in trust are mortgaged by the trustee, the mortgagee is not entitled to the benefit of any equities and rights arising either under express contract or upon equitable principles, entitling the trustee to indemnity from his *cestui que trust*. Fournier and Taschereau, JJ., dissenting. *Williams* v. *Balfour*, xviii., 472.

9. *Testamentary executor — Administration by agent—Mandate—Fit and proper person—Misappropriation — Negligence — Art. 1711 C. C.*] — A testamentary executrix who employs an agent in the administration of her trust, is bound to supervise his management and to take all due precautions and she cannot escape liability for the misappropriation of funds by such agent, although he was a notary public of previously excellent standing. Judgment appealed from (M. L. R. 5 Q. B. 186) affirmed. *Low* v. *Gemley*, xviii., 685.

10. *Partnership — Dissolution—New partnership by continuing partner—Assets of old firm—Liability of new firm—Action—Trust—Novation.*]—A firm consisting of two persons dissolved, the retiring partner receiving a number of promissory notes in payment of his share in the business, which notes he indorsed to plaintiff H. The continuing partner afterwards entered into a partnership with O., defendant, and transferred to the new firm all the assets of his business, his liabilities, including the above mentioned notes, being assumed by the co-partnership and charged against him. The new firm paid two of the notes and interest on others, and made a proposal for an extension of time to pay the whole which was not entertained. *Held*, reversing the decision appealed from (17 Ont. App. R. 456, *sub nom. Henderson* v. *Killen*), Fournier, J., dissenting, that the agreement between the continuing partner and defendant did not make defendant a trustee of the former's property for the payment of his liabilities, and the act of the defendant in paying some of the notes did not amount to a novation as it was proved that plaintiff had obtained and still held a judgment against the maker and indorser of the notes in an action thereon and there was no consideration for such novation. *Osborne* v. *Henderson*, xviii., 698.

11. *Condition precedent — Non-performance —Revocation by grantor — Re-conveyance.*]— By deed between B., grantor, of the first part, certain named persons, trustees, of the second part, and P., grantee, of the third part, B. conveyed his property to the trustees, the trusts declared being that if P. survived B. and performed certain conditions intended for the support or advantage and security of B which by the deed he covenanted to perform, the trustees should convey the property to P. and it should be re-conveyed to B. in case he survived. No trust was declared in the event of P. surviving and failing to perform the conditions or of failure in the lifetime of both parties. In an action by B. to have this deed set aside, the trial judge held that B. when he executed it was ignorant of its nature and