

Release—Rescission—Breach of Trust—Laches—Account.—E. M. died intestate in 1871, and his brother and business partner, H. M., obtained from his widow and his father, as next of kin, a release of their respective interests in all real and personal property of the deceased. In getting this, he represented that the estate would be sacrificed if sold at auction and that the most could be made out of it by letting him have full control. He then took out letters of administration, but took no further proceedings in the probate court, and managed the property as his own until he died in 1888. During that time he wrote several letters to the widow, in most of which he stated that he was dealing with the property for her benefit, and would see that she lost nothing by giving him control of it. After his death, the widow brought an action against his executors for an account of the partnership and of his dealings with the property since her husband's death: also to obtain payment of her share; and to set aside the release. The defendants relied on the release as valid, and also pleaded the plaintiff's laches:—Held, that the release should be set aside; that it was given in ignorance of the state of the partnership business and E. M.'s affairs, and the plaintiff was dominated by the stronger will of H. M.; that the latter had divested himself of his legal title by admitting in his letters a liability to the plaintiff, and must be treated as a trustee; that, as a trustee, lapse of time would not bar the plaintiff from proceeding against him for breach of trust; and that the delay in pressing the plaintiff's claim was due to H. M. himself, who postponed from time to time the giving of a statement of the business, when demanded by the plaintiff. *Mack v. Mack*, 23 S. C. R. 146.

Statute Vesting Lands in Trustee—Effect of Title.—The provincial statute 1 Wm. IV. c. 26, vesting in a trustee certain

lands belonging to the estate of the late Laurent St. George, has not the effect of raising a presumption of title in the particular lands enumerated in the schedule, so as to relieve his trustee from the necessity of shewing title in the first instance. *Doe d. Baldwin v. Stone*, 5 U. C. R. 388.

Stock Subscription by Trustee.—A bona fide subscription for stock in a corporate company by one person in his own name, but really as trustee and agent for another, who has requested such stock to be subscribed for, is valid. *Davidson v. Grange*, 4 Gr. 377.

Transfer of Estate—Transfer of Trusts.—A transfer of the estate does not necessarily involve the transfer of trusts or powers as inseparable incidents of the estate. *Re Gilchrist and Island*, 11 O. R. 537.

Vendor and Purchaser—Purchaser in Possession—Implied Trust—Tenant at Will.—Sub-section 8 of s. 5 of R. S. O. 1887 c. 111 (R. S. O. 1897 c. 133) applies to the case of an implied trust, and a purchaser in possession with the assent of his vendor, and not in default, is, therefore, not to be deemed to be a tenant at will to his vendor within the meaning of s.-s. 7 of that section. *Warren v. Murray*, [1894] 2 Q. B. 648, applied. *Judgment in 28 O. R. 92 affirmed. Irvine v. Macaulay*, 24 A. R. 446.

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See BANKS AND BANKING, IV. V.—CHURCH, IV. 2, 3—CRIMINAL LAW, IX. 13—EVIDENCE, XIII.—EXECUTORS AND ADMINISTRATORS—IMPROVEMENTS, II.—LIMITATION OF ACTIONS, II. 17, IV. 5, VII.—MONEY, II. 12—PARTIES, II. 14—RAILWAY, IV. 4—RECEIVER, I. 2 (a)—SCHOOLS, COLLEGES, AND UNIVERSITIES, III., IV. 8.—WILL.

END OF VOLUME III.