

not liable on the ground of deceit, neither could he be made liable on the ground of breach of duty, warranty, or estoppel, and they reversed the decision of North, J., who had given judgment against the defendant. The Court of Appeal discuss very fully how far trustees are under any obligation to furnish such information, and come to the conclusion that they are under no such obligation, either to their *cestui que trust* himself or to any one claiming under him. They also discuss the question as to when an estoppel arises by virtue of a representation, and point out that it is only where a party can claim that the facts shall be held to be true as they are represented that that doctrine can be invoked. In the present case, to hold the defendant to the representation that there were the incumbrances which he had mentioned, would not assist the plaintiffs, because he had not made the negative statement that there were no others. The cases of *Moff v. Bank U.C.*, 5 Gr. 374; *Cook v. R. C. Bank*, 20 Gr. 1, and *Dominion Savings and Investment Society v. Kittridge*, 23 Gr. 631, may be referred to as showing how an estoppel may arise by virtue of a representation. The result of the law as laid down by the Court of Appeal is (1) that a trustee is under no obligation to give any information at all as to incumbrances on the interest of his *cestui que trust*; (2) that if he does give information he is not liable for any negligent misrepresentation made by him, provided he has not made it fraudulently, with intention to deceive; nor is he bound by it as a warranty where there is no contract nor intention to contract; (3) that no estoppel arises unless the statement made is so clear and unambiguous as to prevent the person making it from setting up the true state of facts; e.g., if the defendant in this case had said there were no incumbrances on the interest of his *cestui que trust* except those he mentioned, he might have been estopped from setting up the contrary; but the defendant's letters being ambiguous and being consistent with the fact that the incumbrances he mentioned were all he knew of, or remembered, no estoppel could arise. Estoppel, as Bowen, L.J., explains, is merely a rule of evidence, and no action for damages can be founded on it, and an estoppel can only arise where the language is clear and unambiguous: and, as Kay, L.J., observes, the doctrine of estoppel does not apply to an action of deceit because "in such an action the plaintiff relies, not on the truth of the statement, but upon its falsehood; and he is bound to prove not only that the representation was untrue, but also that it was made fraudulently."

COSTS—"FULL COSTS," MEANING 02.

In *Avery v. Wood* (1891), 3 Ch. 115, the Court of Appeal determined that where an action is dismissed with "full costs" pursuant to the terms of a statute authorizing "full costs" to be awarded, the costs are to be taxed in the ordinary way between party and party. See 14 P.R. 407, 411.

REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT., C. 57), s. 8 (R.S.O., C. 111, s. 25).—SUIT TO RECOVER LEGACY—EXPRESS TRUST—IMPLIED TRUST.

In *re Davis, Evans & More* (1891), 3 Ch. 119, is a decision which we have already referred to, (see *ante* p. 514). As we have already stated, the Court of