

*Held*, that there was evidence of negligence on the part of the defendants to leave to the jury, and appeal from the judgment which was in favour of the plaintiff, dismissed.

*Aylesworth*, K.C. and *Hellmuth*, for the appellants. *H. Lennox* and *S. B. Woods*, for the respondents.

From *Ferguson, J.*

DOVER v. DENNE.

[April 22.

*Trusts and trustees—Liability for breach of trust by co-trustee—"Honestly and reasonably"—52 Vict. (2), c. 15, s. 1.*

A testator devised his estate to his three executors upon trust. One of the executors was a solicitor, and with regard to him the will provided that in the administration and management of the estate he should be entitled to the same professional remuneration as if he were not trustee. Another executor was in England, and the third, the defendant, was told by the testator that the solicitor-trustee was to have the management of the estate, and consented to act upon that understanding. All three proved the will and acted as trustees, but the whole management of the estate was left to the solicitor, and at his death it was found that he had, without the knowledge of the defendant, misappropriated the moneys of the estate, and that his own estate was insolvent. The testator had perfect confidence in the solicitor, who up to the time of his death was reputed to be wealthy.

*Held*, that the defendant, having acted honestly and reasonably within the meaning of 62 Vict. (2), c. 15, s. 1, was not liable to make good to the estate the loss occasioned by the misconduct of the solicitor. Decision of *FERGUSON, J.*, affirmed.

*Aylesworth*, K.C., and *Edwards*, K.C., for the appellants. *Watson*, K.C., and *Hayes*, for the respondents.

From *Meredith, C.J.C.P.*

[April 12.

MACLAUGHLIN v. LAKE ERIE AND DETROIT RIVER R.W. CO.

*Patent—License—Right to manufacture—Changes in article manufactured.*

By written agreement the plaintiff granted to the defendants the license and right to use a certain patented invention of his, being an automatic air break, and to equip their rolling stock in whole or in part with the same during the term of the patent. He also bound himself to supply the railway company with the air brake and equipments at a certain price. The plaintiff complained that though the object of his agreement was that his brake might be advertised by its user on the defendant's road in the form in which he had patented it, the defendants were injuring his invention by substituting a different mechanical device of their own for one of those employed by him in the construction of the instrument and using the brake as thus altered to his detriment. The plaintiff contended that