Boyes, 1 B. and S. 311, where Lord Cockburn, L.C.J., says :—"To entitle a party called as a witness to the privilege of silence the Court must see, from the circumstances of the case and the nature of the evidence which the witness is called to give, that there is reasonable ground to apprehend danger to the witness from his being compelled to answer. We, indeed, quite agree that, if the fact of the witness being in danger be once made to appear, great latitude should be allowed to him in judging for himself of the effect of any particular question. . . Subject to this reservation a Judge is, in our opinion, bound to insist on a witness answering, unless he is satisfied that the answer will tend to place the witness in peril."

The next case, *Turner* v. *Hancock*, p. 303, has already been noted among recent English Practice Cases, *(supra* p. 342,) so far as it is a decision that the costs of a trustee are an appealable matter notwistanding the Judicature Act; but there is a *dictum* of the M. R., at p. 305, which may be noticed here.

COSTS OF TRUSTEES—TENDENCY OF MODERN DECISIONS.

He says :—"It is not the course of the Court in modern times to discourage persons from becoming trustees by inflicting costs upon them if they have done their duty, or even if they have committed an innocent breach of trust. The earlier cases had the effect of frightening wise and honest people from undertaking trusts, and there was a danger of trusts falling into the hands of unscrupulous persons who might undertake them for the sake of getting something by them."

RAILWAY COMPANY—ACCOMMODATION WORKS.

Wilkinson v. *Hull Ry. Co.*, p. 323, it does not seem necessary to dwell upon. It decides that land required by a railway company for accommodation works, are lands required for the purposes of "the undertaking" or "of the railway," within the meaning of the *Imp. Railways' Clauses Consolidation Act.* It also decides that every work which a railway company is empowered to do, not merely what it is compelled to do, is a purpose of the undertaking. But our General Railway Act, R. S. O. c. 165, does not appear to contain similar words, and in sect. 9, subs. 2, it empowers railway companies to take of any corporation or person any land "necessary for the construction, maintenance, *accommodation*, and use of the railway;" and the wording of the Dominion Consolidated Railway Act, 1879, (sect. 7, subs. 2,) is similar. So also it seems unnecessary to notice at any length the case of *re Great Britain Mutual Life Ass. Society*, p. 351. In that case, on a petition being presented for the winding up of a life insurance company, an order had been made directing a scheme to be prepared for the reduction of the contracts of the company. This order was made under Imp. Life Assurance Companies Act, s. 22, the theory of which enactment is, that if the company is insolvent the Court may reduce the contracts instead of making a winding up order; and the question was at what time the contracts to be included in the scheme for reduction were to be ascertained. But our Act respecting the winding up of Joint Stock Companies, 41 Vict. c. 5, does not appear to contain any similar enactment.

FRAUDULENT DEED—13 ELIZ. C. 5.

At p. 389, however, is a case, *re Johnson, Golden* v. *Gillam*, which seems to call for more particular mention. In this case, by a deed of gift, J. granted farming property in trust for her daughters, in consideration of which they covenanted to pay the debt "incurred by J. up to the date of the deed in connection with the working and management of the said farm," and to maintain J. J. had no other property than that comprised in this deed, and the plaintiff's debt not having been incurred by J. in connection with the farm, was defeated by the deed. The question was whether the deed was or was not valid under 13 Eliz. c. 5. Fry, J., held that it was valid, for that the circumstances showed that the