

and that the injury, if any, would be trifling and that it was a case for damages and not for an injunction. Buckley, J., found that the plaintiffs' windows were ancient light, and that it was not extortion or oppression on their part to ask a price for their property, which the property for exceptional reasons in fact commanded. He also held that it was a case for an injunction. In arriving at this conclusion he discusses the rules which have been laid down as to when damages and when an injunction will be ordered, viz., (1) where a mandatory injunction is asked the court may substitute damages; (2) where the injunction is asked to restrain a nuisance which has been committed and threatened to be continued, damages may be awarded instead of an injunction; (3) where no act has been committed but a wrongful act is threatened there is no jurisdiction to award damages in lieu of an injunction.

TRUSTEE—BREACH OF TRUST—FOLLOWING TRUST MONEY—TRUSTEE PAYING TRUST MONEYS INTO PRIVATE ACCOUNT—INVESTMENT.

In re Oatway, Hertselt v. Oatway (1903) 2 Ch. 356, is a case which deals with a point of trustee law of some interest. A trustee had paid trust money into his private banking account whereby it became mixed with his own money. He subsequently drew out of the mixed fund moneys which he invested in his own name in the purchase of shares in a limited company, there being then sufficient of his own moneys at the credit of the account to pay for such shares, and he subsequently applied the balance of the fund to his own purposes. The cestuis quis trusts claimed the shares. The representatives of the deceased trustee claimed that the investment was a purchase with the trustee's own money, and that what was subsequently spent and could not be traced was the trust fund; but Joyce, J., held that this contention ought not to prevail because the trustee was not entitled to withdraw any sum from the account until he had first restored the trust fund and duly reinstated it by proper investment in the joint names of himself and co-trustee. *Brown v. Adams*, L.R. 4 Ch. 764, he holds ought no longer to be followed since *In re Hallett*, 13 Ch. D. 696

VENDOR AND PURCHASER—TRUSTEE—PURCHASE OF LAND IN BREACH OF TRUST—CESTUI QUI TRUST NOT SUI JURIS—TITLE.

In re Jenkins and Randall (1903) 2 Ch. 362, was an application under the Vendors' and Purchasers' Act, and the point in question