capital of the testator's estate, and the rest of such profit or loss was to be credited to or charged against the income. For the purpose of making this apportionment, an inquiry was directed as to the amount of actual profit or loss at the end of each year resulting from the retention of the property.

TRUSTEE—BREACH OF TRUST—STATUTE OF LIMITATIONS—TRUSTEE ACT, 1888 (51 & 52 VICT., C. 59), S. 8—(54 VICT., C. 19, S. 13 (O.)).

In re Gurney, Mason v. *Mercer*, (1893) 1 Ch. 590, was an action by a *cestui que trust* against the trustees for an account, and set up alleged breaches of trust. Among other defences the trustees claimed the benefit of the Trustee Act, 1888 (54 Vict., c. 19, s. 13 (O.)). The breach of trust relied on was the making of an improper investment of the trust funds in property of a speculative and insufficient value. The moneys so advanced had, with the consent of the mortgagor, been applied in discharge of a prior mortgage upon the property in favour of a bank in which one of the trustees was a partner. It was contended by the plaintiff that this amounted to a conversion by the trustee of the trust money to his own use, and that therefore the case was within the exception mentioned in the statute, and the limitation of the right of action contained in the Trustee Act, 1888, did not apply. There was no charge of fraud; and Romer, J., held the trustees were entitled to the protection of the statute, and the transaction impeached, having taken place in 1878, and, the action not being commenced until 1890, he held that it was barred, and the action was therefore dismissed.

POWER OF ATTORNEY—SALE AND TRANSFER OF STOCK—PRINCIPAL AND AGENT—FOREIGN PRINCIPAL.

Crossley v. *Magniac*, (1893) 1 Ch. 594, was an action by a principal against his agent. The plaintiff (a resident in Canada) had sent through a stockbroker living in Yorkshire, England, a power of attorney to the defendants, a firm of London stockbrokers, to sell out certain stock of which the plaintiff was the owner. The defendants sold out the stock and received the proceeds, and credited the amount in their accounts with the stockbroker in Yorkshire, but never paid him any money expressly on account of the stock so sold. The Yorkshire stockbroker having become bankrupt, and no payment having been made to the plaintiff, he claimed to recover the proceeds of the stock from the defendants,