and a writ of attachment was ordered to issue, but the writ to lie in the office for three days, and during that time the defendant to be at liberty to apply to the court an affidavit that he had removed the objectionable placards.

TRUSTEE—BREACH OF TRUST—INDEMNITY—CONCURRENCE IN BREACH OF TRUST.

Proceeding now to the cases in the Chancery Division, *Evans* v. *Benyon*, 37 Chy. D. 329, first claims our attention. In this case a trustee had distributed a trust fund in breach of trust, at the request of one of the beneficiaries, from whom he took a bond of indemnity, the beneficiary undertaking to indemnify the trustee against "all consequences." The fund was distributed in favour of the daughters of one Edward Charles Evans, who concurred. In the events which happened the trustee himself and Edward Charles Evans became solely entitled to the fund as next of kin of the tenant for life, who had power to appoint the fund by will, but died without doing so. The trustee having died, the action was brought by his representatives against the beneficiary who had given the bond of indemnity, to compel him to replace the fund. Kay, J., held that he was bound to replace it; but the Court of Appeal (Cotton, L.J., Hannen, P.P.D., and Lopes, L.J.) held that the bond of indemnity should not be so construed as to compel the obligor to make good any loss which the trustee as a beneficiary might sustain, and that, since the trustee himself could not have made a claim against himself for the breach of trust, there was no claim against his estate in respect of which his representative could claim indemnity against the obligor or his estate. And it was further held that E. C. Evans, having actively concurred in the distribution, knowing it to be a breach of trust, could not have made any claim against the trustee or his estate, even if he had not known that he had a possible interest in the trust fund, which, however, the court was satisfied he did know; and therefore, that as regarded his interest, there was no claim against the obligor under the indemnity. The action was therefore dismissed.

ACCORD AND SATISFACTION—CHEQUE BY THIRD PARTY FOR SMALLER SUM.

The case of *Bidder* v. *Bridges*, 37 Chy. D. 406, is one that is no longer of much importance in this Province, since R. S. O. c. 44, s. 53, ss. 7, has legalized the acceptance of payment of part of a debt as satisfaction for the whole; as to past transactions, however, it may be of some use. The short point involved was simply this: A plaintiff was liable for certain costs to the defendant, which were taxed, and the plaintiff's solicitor then gave his cheque for the amount taxed to the defendant's solicitor, who accepted it. After the cheque had been paid, the defendant's solicitor claimed that his client was entitled to interest on the costs, and the question was whether the acceptance of the cheque of the plaintiff's solicitor was a satisfaction of the whole claim. Both Stirling, J., and the Court of Appeal (Cotton, Lindley and Lopes, L.JJ.) held that it was, because the solicitor, by giving his cheque, became personally liable on it, and that was an additional consideration, so as to take the case out of the rule laid down in *Foakes* v. *Beer*, 9 App. Cas. 605.