

Chancellor makes these observations of general importance (p. 141) "Though it may not have been right (and possibly it was not the right) of the trustee to require a deed, I think that it was his right to require that his account should be settled—that is to say, that he and his family should be delivered from the anxiety and misery attending unsettled accounts—the possible ruin which they who are acquainted with the affairs daily litigated in the Court of Chancery well known to be a frequent result of neglect in such a matter." Further on, at p. 144, the learned Vice-Chancellor continues: "although in strictness a release by deed could not be demanded, yet there was nothing out of the ordinary course of business, nothing unreasonable in asking it." In *Eaves v. Hickson* (30 Beav. 142) it is also laid down that a receipt in full in respect of all claims extends only to those then known. While therefore it is a very reasonable request on behalf of a trustee on parting with the funds, and divesting himself of means of defence, that he should be secured against litigation, it is also reasonable that such a request should extend to a release under seal, for it is not always clear whether a parol release would be an effectual discharge and the more formal procedure is safer. On this point reference may be made to the *Encyclopædia of Forms and Precedent*, vol. 2, at p. 448. Such a form of acquittance may be subject to re-opening on a *cestui que trust* proving some material concealment, fraud, or error, but nevertheless the trustee will feel assured that a heavy onus has to be sustained by one who seeks to get behind its shelter. *Re Catt's Trusts* (No. 2) (25 Beav. 366) was a case in a slightly different form. There trustees were held not to be bound to execute a release on receiving funds from other trustees. The Master of the Rolls said that he agreed with counsel as to the uselessness generally of releases, which, in most cases, really amount to very little more than a receipt. The result is that trustees commonly ask for and obtain the formal release under seal, and all parties are exceedingly well advised when they demand and accord it, but, strictly speaking, in the absence of special circumstances nothing more can be claimed or need be