

beneficiary in the trust for the indemnity of the trustee; and the question in this case was whether a "verbal request" was sufficient to entitle the trustee committing the breach of trust to the benefit of the statute, and the court (Kekewich, J.) held that it was. In this case a trustee for a married woman, a tenant for life restrained from anticipation, advanced a part of the capital to her upon her verbal request and statement that the money was needed to prevent her home from being sold up, and an order was made authorizing the trustee to make good the sum so advanced out of the income payable to the married woman. In *Ricketts v. Ricketts*, 64 L.T.N.S. 653, Romer, J., had refused to give a trustee the benefit of the Act because he had knowingly committed what he knew to be a breach of trust; but Kekewich, J., without disputing the correctness of that decision, considers that where both the beneficiary and the trustee know that what is done is a breach of trust, the trustee is entitled to the indemnity.

MERGER—INTENTION—LIFE ESTATE AND ESTATE PUR AUTRE VIE—JUDICATURE ACT (36 & 37 Vict., c. 66), s. 25, s-s. 4—(ONT. JUD. ACT, s. 53, s-s. 3).

In *Snow v. Boycott* (1892), 3 Ch. 110, a lady entitled to an equitable estate for life, being of advanced age, and desirous of relinquishing the management of the lands, conveyed her estate to the person entitled as tenant for life on her death, to hold to him during all the remainder of her life, to the use that she might henceforth during the rest of her life receive £400 per annum, to be issuing out of the rents and profits, and subject thereto to the use of the second tenant for life, his heirs and assigns, during the remainder of her life. The grantee having died in the grantor's lifetime, the question was raised whether there had been a merger of the life estate of the grantor in that of the grantee. Kekewich, J., held that there had not, as there was no intention that any such merger should take place, and that the Judicature Act, s. 25, s-s. 4 (Ont. Jud. Act, s. 53, s-s. 3) applied.

NEW TRUSTEES, APPOINTMENT OF, BY COURT—SUSISTING POWER TO APPOINT NEW TRUSTEES—JURISDICTION—BENEFICIARIES—TRUSTEE ACTS, 1850, 1852 (13 & 14 VICT., c. 60; 15 & 16 VICT., c. 55)—CONVEYANCING AND LAW OF PROPERTY ACT, 1881, s. 31 (R.S.O., c. 110, s. 3).

In *re Higginbotham* (1892), 3 Ch. 132, Kekewich, J., decided that where there is a surviving trustee entitled and desirous of executing a power to appoint new trustees under the Conveyancing and Law of Property Act, 1881, s. 31 (R.S.O., c. 110, s. 3), the court has no jurisdiction under the Trustee Acts, 1850 and 1852, to make the appointment, even though a majority of the beneficiaries desire it, and the existing trustee has himself no beneficial interest.

LIGHT—INJUNCTION—IMPLIED GRANT OF LIGHT.

*Corbett v. J.* (1892), 3 Ch. 137, was an action for an injunction to restrain the defendant from building so as to interfere with the access of light to the plaintiffs' building. The plaintiffs were lessors of a house in the city of London, and at the date of the lease the lessors were owners in fee of an adjacent house and land which they subsequently conveyed to the defendant. The defendant proposed to erect on his land a house thirteen feet higher than the