

DIGEST OF ENGLISH LAW REPORTS.

pending.—*Queen v. Castro. Onslow and Whalley's Case*, L. R. 9 Q. B. 219.

TROVER.

The plaintiffs forwarded barley to the defendant, and sent him an invoice by mail, describing the barley as sold by G. as broker between buyer and seller. The defendant had not ordered the barley, and, at the request of G. indorsed a delivery order to him. G. obtained a delivery of the barley and absconded. The jury found that the defendant had no intention of appropriating the barley to his own use, and had indorsed the order with a view of returning the barley to the plaintiffs. *Held*, that the defendant had, by an unauthorized act, deprived the plaintiff of his property, and was guilty of conversion.—*Hort v. Bott*, L. R. 9 Ex. 89.

TRUST.

1. A trustee, holding a fund in trust for his children, became insolvent, and was largely indebted to the trust. One of said children died intestate, and a small sum was carried over to his account. The court ordered said sum to be paid over to the other children, and not to the trustee.—*Jacobs v. Rylands*, L. R. 17 Eq. 341.

2. A trustee, with power of sale, holding in trust for A. for life, remainder to B. for life, remainder over, was authorized to appoint new trustees, with consent of the tenant for life. He appointed A. and B. co-trustees. B. survived the other two trustees, and contracted to sell the trust estate; but the purchaser refused to complete the purchase, on the ground the ground that the appointment B. as a trustee was invalid. *Held*, that said trustee had properly appointed A. and B. co-trustees.—*Foster v. Abraham*, L. R. 17 Eq. 351.

3. D., who was possessed of a mill, with machinery and stock in trade, indorsed upon his lease of the premises, "This deed, and all thereto belonging, I give to R., from this time forth, with all the stock in trade. D." *Held*, that there was neither a valid gift nor declaration of trust in favor of R.—*Richards v. Delbridge*, L. R. 18 Eq. 11.

See ANNUITY, 2; EXECUTORS AND ADMINISTRATORS, 2; LEGACY, 3; RESIDUARY ESTATE.

VENDOR AND PURCHASER.

1. The conditions of sale of a public-house described it as in the occupation of a tenant. The defendant paid a deposit, and signed an agreement for the purchase, which contained no reference to the lease. The house was subject to a lease for eight years, of which fact the defendant was ignorant when he signed the agreement, and he refused to complete the purchase. *Held*, that the defendant was not bound to inquire into the nature of the tenancy of the tenant, and that specific performance must be refused.—*Caballero v. Henty*, L. R. 9 Ch. 447.

2. The defendants were devisees for sale of an estate in H. county, subject to a verbal lease. It is usual in this county for valua-

tions of hay, straw, &c., between outgoing and incoming tenants, to be made at fodder value, which is less than market value. The defendants gave the tenant notice to quit, and, at the same time, agreed to pay the tenant at the termination of his lease the market value of his hay and straw. The estate was subsequently put up for sale, and the particulars of sale specified certain incumbrances, but did not refer to said agreement; and there were conditions that the property should be taken as described as to quantity and otherwise, and that, if any error or omission in the particulars or conditions should be discovered, the same should not annul the sale, nor should any compensation be allowed therefor. The plaintiff purchased said estate, with knowledge of said lease, but without knowledge of said agreement. He subsequently paid the tenant for his hay and straw at market value, without prejudice to his right to indemnity from the defendants, and now brought this action to recover the difference between the fodder and market value of said hay and straw, and contended that said agreement formed no term of said tenancy. *Held*, that the terms of the contract did not limit the claims of the tenant to fodder value; that said agreement formed a term of the lease; and that notice of the tenancy was notice of the tenant's equities as between vendor and purchaser.—*Phillips v. Miller*, L. R. 9 C. P. 197.

See FRAUDS, STATUTE OF.

WAGES.—See CONTRACT, 4.

WARRANTY.—See CONTRACT, 2.

WILL.

By will dated 1869, a testatrix gave certain legacies to her relatives, and the remainder of her property to her daughter, whom she constituted her sole executrix and residuary legatee. In 1871, the testatrix executed another instrument purporting to be her last will and testament, in which she gave all her property to her daughter for life, and, upon her death, directed legacies to be paid to some of the legatees mentioned in the earlier will, and added other legacies in the same terms; and she appointed her daughter her sole executrix. There was no express revocation of the former will in the latter. *Held*, that the two instruments must be admitted to probate as together containing the will of the testatrix.—*In the Goods of Fitchell*, L. R. 3 P. & D. 153.

See APPOINTMENT, 1, 2; EXECUTORS AND ADMINISTRATORS, 2; ILLEGITIMATE CHILDREN; MARSHALLING ASSETS.

WINDING-UP.—See COMPANY.

WRIT.—See FALSE RETURN.

WORDS.

"Baiting Animals."—See BAITING ANIMALS.

"Purchased."—See APPOINTMENT, 2.