

DIGEST OF THE ENGLISH LAW REPORTS.

have been justified in paying over the fund to A., even though an appointment had been subsequently discovered.—*In re Cull's Trusts*, L. R. 20 Eq. 561.

3. A bankrupt trustee who has trust-money to receive or deal with, so that he can misappropriate it, should be removed from his trusteeship.—*In re Barker's Trusts*, 1 Ch. D. 48.

4. H. held as trustee for the defendants, directors of a railway company, certain certificates of stock in said company, and was registered proprietor thereof. Such stock was issued to registered proprietors, and it was never noticed on the face of the certificates that the proprietor was a trustee. H. obtained advances from R. on deposit of the certificates as security, with a written agreement to execute a valid mortgage and transfer of the stock when requested. R. died without being registered as proprietor of the stock. The defendants discovered the fraud, and gave R.'s widow and executrix notice that H. had been trustee for them. The executrix thereupon obtained from H. a transfer of the certificates to herself; and she subsequently applied for a mandamus, commanding the defendants to register her as the proprietor of said stock. *Held*, that the defendants were entitled to the stock.—*Shropshire Union Railways and Canal Co. v. The Queen*, L. R. 7 H. L. 496; s. c. L. R. 8 Q. B. (Ex. Ch.) 421; L. R. 3 Q. B. 704; 8 Am. Law Rev. 303.

See DEVISE, 2; PRIORITY, 1; SET-OFF, 1, 4; SOLICITOR.

ULTRA VIRES—See COMPANY, 5.

VENDOR AND PURCHASER.

In a bill for specific performance of an agreement to sell certain real estate, the plaintiff alleged, among other things, that the agreement was "signed on behalf of the company [the defendant] by B., the secretary, who was their authorized agent;" and also that the term "vendors," used in said agreement, "is intended to refer to the company, who were, in fact, the vendors of said premises." Demurrer. *Held*, that by the demurrer it was admitted that the vendors referred to in said agreement were said company, and that the agreement must be read as if the name of the company were inserted therein, and that therefore the vendors were sufficiently described in said agreement to satisfy the Statute of Frauds; also that it sufficiently appeared that B. was the company's agent for the purpose of signing said agreement.

It seems that a contract for the sale of real estate signed by an auctioneer on behalf of an unnamed owner is a valid contract under the Statute of Frauds.—*Beer v. London & Paris Hotel Co.*, L. R. 20 Eq. 412.

See FRAUDS, STATUTE OF; SPECIFIC PERFORMANCE, 1, 2; STOPPAGE IN TRANSITU.

VENUE.—See ACTION.

VESTED INTEREST.—See SETTLEMENT, 4, 6.

VIS MAJOR.—See CARRIER, 1.

WAGERING CONTRACT.

To a declaration on a check the defendant pleaded that the check was received by the plaintiff for money alleged to be due upon a wagering contract, whereby the plaintiff was to furnish certain money which the defendant was to use in bets upon the result of certain horse-races; and in case of success the defendant was to pay the plaintiff a certain proportion of the money won, which money was that for which the check was given. *Held*, that the plaintiff was entitled to recover, as he was not claiming under a contract by way of wagering.—*Beeston v. Beeston*, 1 Ex. D. 13.

WASTE.

The erection of buildings upon leased land by the lessee is not waste.—*Jones v. Chappell*, L. R. 20 Eq. 539.

WAY.

A person who allowed trees and underwood on his land to grow across a way was held not to wilfully obstruct the way.—*Walker v. Horner*, 1 Q. B. D. 4.

WILL.

1. Under the direction in a will to pay testamentary expenses and debts, it was held that the costs of an administration suit were included.—*Harloe v. Harloe*, L. R. 20 Eq. 471.

2. A married woman having separate estate, and having under her marriage settlement a power of appointment in the event of her dying in the lifetime of her husband, made a will with the assent of her husband, whom she survived, which disposed of all her property which she then had or thereafter should have. The husband left his wife all his property. After her husband's death, the wife expressed her adherence to the will, but did not re-execute it. *Held*, that the wife's will passed only her separate estate, and did not execute the power of appointment, nor pass property acquired from the husband.—*Willock v. Noble*, L. R. 7 H. L. 580; s. c. L. R. 8 Ch. 778; L. R. 2 P. & D. 276; 8 Am. Law Rev. 545.

See APPOINTMENT; DEVISE; ILLEGITIMATE CHILDREN; LEGACY.

WORDS.

"Entertainment."—See STATUTE.

"Survivorship."—See DEVISE, 1.

"Usual and customary Mining Clauses."—See LEASE, 3.

"Wilfully obstruct."—See WAY.