

DIGEST OF ENGLISH LAW REPORTS.

first suit it was *held* that he was entitled to his costs out of the proceeds of the vessel in priority to all claims for necessaries supplied after the institution of that suit, but not to claims for necessaries supplied before that date.—*The Heinrich*, L. R. 3 Ad. & Ec. 505.

See UNDUE INFLUENCE.

SOVEREIGN.—See PREROGATIVE OF CROWN.

SPECIFIC PERFORMANCE.—See COVENANT.

SPENDTHRIFT.—See SETTLEMENT.

STAMP ACT.—See CONSTRUCTION OF STATUTE, 2.

STATUTE, CONSTRUCTION OF.—See CONSTRUCTION OF STATUTE.

STATUTE OF FRAUDS.

1. D. had a verbal agreement with P. for the lease of a house for seven years. Afterwards D. wrote to P., stating certain conditions upon which he would take the house. P. replied, not agreeing to all the conditions. D. ultimately refused to take the house, and P. brought a bill for specific performance. *Held*, that the transaction was within the statute of frauds.—*Nesham v. Selby*, L. R. 7 ch. 406.

2. Plaintiff conveyed an estate to defendant by what purported to be an absolute deed. No money however was paid, and plaintiff denied that the conveyance was in trust. Defendant claimed that plaintiff made the conveyance through fear of creditors, and that he was to account for the rents until he paid the purchase-money or reconveyed the estate, and he set up the statute of frauds. *Held*, that if defendant chose to rely on "his own scoundrelism," he must aver it more distinctly, that the statute did not apply to protect fraud, that there was a resulting trust, and defendant must reconvey.—*Haigh v. Kaye*, L. R. 7 ch. 469.

See CONTRACT, 2.

STATUTE OF LIMITATIONS.

By a private Act of 2 & 3 Ph. & M. ch 23, estates were given to N. and others successively in tail male. On failure of all other limitations there was a final limitation to the crown. There was also a provision that no "act . . . thereafter . . . suffered" by any of the persons named, "or by any of the heirs male of their several bodies . . . should . . . put from entry . . . any of the heirs in tail," or the crown. In 1781, a lease of said lands was made by the tenant in tail. Since the expiration of the lease in 1832, more than twenty years ago, defendant, and those whom he claimed through, had held the lands adversely. In an action by the heir in tail male, *held* (BRAMWELL, B., *dissentiente*), that plaintiff was not barred by the statute of limitations of

3 & 4 Wm. IV. ch. 27, under which a lapse of twenty years after a tenant in tail is dispossessed and has a right of entry, is a good defence in ejectment.—*Earl of Abergavenny v. Bruce*, L. R. 7 Ex. 145.

STATUTE OF PERPETUITIES.—See WILL, 10.

STREET.—See HIGHWAY.

SURRENDER OF LEASE.—See BANKRUPTCY, 2.

TAXING COSTS.—See MANDAMUS.

TENANT IN COMMON.

A tenant in common of a farm entered on the land, put a lock on the entrance gate, cut the grass, made it into hay, and carried the hay away. *Held*, that the co-tenant could maintain neither trespass nor trover.—*Jacobs v. Seward*, L. R. 5 H. L. 464.

TENDER.

Defendants gave notice that they had tendered in court a certain sum without costs of suit, but did not state the grounds upon which they claimed that plaintiff was not entitled to costs. *Held*, a bad tender.—*The Thracian*, L. R. 3 Ad. & Ec. 504.

TERMINI.—See COMMON CARRIER.

TESTAMENTARY INTENTION.—See WILL, 2.

TRADE-MARK.

R. J. had a secret preparation which he called "R. J.'s Horse-Blister." R. J. J. learned the secret in the course of his employment, and after the death of R. J. began to manufacture what he called "R. J.'s Horse-Blister." *Held*, that he might do so, but could be enjoined from saying in his advertisements that the manufacture of R. J.'s regular successors was spurious, or that his own was the "only genuine."—*James v. James*, L. R. 13 Eq. 421.

TRANSFER OF SHARES.—See COMPANY, 3; DESCRIPTIO PERSONARUM.

TRESPASS.—See TENANT IN COMMON.

TROVER.—See TENANT IN COMMON.

TRUST.

A testator after making certain bequests, and disposing of the residue of his estate, continued: "I further will and desire that my executor do pay the trustees of" a charity "a further sum of £1,000 . . . for the following use, that is, to pay the required amount" to keep his gravestone in repair, "yearly if required," and to give the balance to the said charity as he directed. *Held*, that though the sum needed for such repairs was uncertain, the gift to the charity was good, and the trust to make the repairs honorary merely.—*Hunter v. Bullock*, L. R. 14 Eq. 45.

See CONSTRUCTION, 1; EQUITY; STATUTE OF FRAUDS, 2; WILL, 4.