

DIGEST OF THE ENGLISH LAW REPORTS.

forced.—*Pearce v. Watts*, L. R. 20 Eq. 492.

2. The defendant agreed to assign his lease of certain premises and to sell certain fixtures to the plaintiff at a valuation to be fixed by L. In a suit for specific performance, a motion was made that the defendant be ordered to permit L. to enter the premises for the purpose of inspecting said fixtures and making an inventory of the same. Order granted.—*Smith v. Peters*, L. R. 20 Eq. 511.

3. An agreement between the owner of a public-house and the assignee of a lease of the same in possession stipulated that a new lease of the premises, to begin on the expiration of the old lease, should be granted by the owner and accepted by said assignee, the rent to be £100 yearly, and the lessee to pay a bonus of £600 upon a day which was fixed for completion of the lease; and it was further agreed, that if from any cause the lease should not be completed on said day, nor said bonus paid, the lessee should pay interest at five per cent from said day until completion. A lease was prepared and sent to the lessee, who never returned it nor paid the bonus, nor was a new lease executed; but he remained in possession for fourteen years after the expiration of the old lease, paying rent at £100 per annum, which was the same in amount as the rent which was payable under the old lease. The lessor died, and her representatives brought a bill for performance of the agreement, and payment of said bonus, with interest thereon at five per cent from the day fixed in the agreement for completion of the lease. *Held*, that the lessee was in possession under the agreement, and not under the old lease, and that there had been no waiver of the agreement. Decree according to the prayer of the bill.—*Shepherd v. Walker*, L. R. 20 Eq. 659.

4. In a redemption suit against a mortgagee in possession of business premises, a compromise was entered into between the plaintiff and defendant, whereby the plaintiff (the mortgagor) was to pay the defendant £4,500 upon a certain day, and the defendant was to pay all sums owed by him, and receive all moneys owed to him, growing out of the occupation of the mortgaged premises. The business was to be carried on by the defendant until the plaintiff paid said sum; and all the expenses of the business incurred after the date of this agreement were to be allowed to the defendant, he accounting for the proceeds of all sales. The plaintiff further agreed to stay proceedings, and the defendant to pay his own costs. The plaintiff failed to pay said sum by the appointed day, and the defendant moved for a decree of specific performance of said contract. *Held*, that the agreement could not be enforced by motion, but only by a bill for specific performance.—*Pryer v. Gribble*, L. R. 10 Ch. 534.

See VENDOR AND PURCHASER.

STATUTE.

The defendant's house, called a "café," was found open, and seventeen females and

twenty gentlemen were there, and were supplied with and paid for cigars, coffee, and ginger-beer, which they consumed. *Held*, that the house fell within a statute requiring a license for "houses kept open for public refreshment, resort, and entertainment."—*Muir v. Keay*, L. R. 10 Q. B. 594.

See FIXTURES; LEASE, 2; MORTGAGE; WAY.

STATUTE OF FRAUDS.—See CONTRACT, 4; FRAUDS, STATUTE OF; VENDOR AND PURCHASER.

STATUTE OF LIMITATIONS.—See LIMITATIONS, STATUTE OF; SET-OFF, 2.

STOPPAGE IN TRANSITU.

A. shipped cotton from Charleston for Liverpool under the following arrangement: A. sent to B., his agent at Liverpool, bills of lading of the cotton, under which the cotton was to be delivered at Liverpool to "order or its assigns, he or they paying freight immediately on the landing of the goods." The cotton was consigned to B.; and in the invoice it was described as "consigned to order for account and risk of C." Bills of exchange were also sent to B., who, on the arrival of the cotton at Liverpool, sent them to C. at Luddenden Foot for acceptance; and, upon their return accepted, B. sent the bill of lading of the cotton to C. C. then indorsed the bill of lading to a railway company, who paid charges, and sent the cotton to C. at Luddenden Foot. Said cotton was accordingly delivered to the railway company. C. became insolvent. *Held*, that, upon delivery of the cotton to the railway company, A.'s right of stoppage *in transitu* ceased.—*Ex parte Gibbes. In re Whitworth*, 1 Ch. D. 101.

SURRENDER.—See LEASE, 2.

TAIL, TENANT IN.—See LIMITATIONS, STATUTE OF, 1.

TENANT FOR LIFE.—See LEGACY, 2.

TENANT IN TAIL.—See LIMITATIONS, STATUTE OF, 1.

TRESSPASS.—See INJUNCTION, 1.

TRUST.

1. Lands were conveyed to certain persons upon a secret trust for the use of a parish. The rents of the lands were used for nearly three hundred years for charitable purposes. *Held*, that the lands were held subject to a charitable trusts.—*Attorney-General v. Webster*, L. R. 20 Eq. 483.

2. Trustees held a fund in trust for A. in default of appointment by B. B. died, and the solicitors wrote to the trustees, stating that in their belief there was not the slightest ground for supposing that any appointment had been made. The trustees paid the fund into court. *Held*, that the trustees would