

DIGEST OF ENGLISH LAW REPORTS—REVIEWS.

TROVER.—See BROKER ; NONSUIT.

TRUST.

The trustees of a marriage settlement gave certain bankers a power of attorney to receive the dividends of any sum of consols standing in their joint names, and pay the same to the husband during life. The husband subsequently directed the bankers to purchase additional stock in the consols, and to make the investment in said trustees' name. No notice of said investment was given to the trustees. *Held*, that said investment was to be held upon the same trusts with the settled fund, and that there was no resulting trust to the husband.—*In re Curteis' Trusts*, L. R. 14 Eq. 217.

See ANNUITY ; LEGACY, 2 ; SET-OFF ; SUCCESSION.

UNSTAMPED INSTRUMENT.—See EVIDENCE, 1.

VENDOR AND PURCHASER.

1. Property was advertised for sale by auction, and stated to be a reversion in fee after a life-estate. At the sale the auctioneer read certain conditions of sale, in which the property was stated to be subject to two mortgages. No copy of these conditions was handed to the purchasers. The plaintiff, who was deaf, purchased the estate, with no knowledge of the mortgages, and paid a deposit. *Held*, that the contract, having been entered into under a mistake, induced by the advertisement of the vendor which should have mentioned the mortgages, must be rescinded, and the deposit returned with interest, and that there was a lien for the same upon the property.—*Torrance v. Bolton*, L. R. 14 Eq. 124.

3. The defendant contracted to sell a certain estate to the plaintiff, and received a deposit. The defendant's abstract of title showed a voluntary conveyance of the estate by the defendant, but no evidence was given to show that the conveyance was, and had always continued to be, voluntary. *Held*, that the plaintiff was entitled to recover his deposit, both because of said want of evidence, and also because, even if said conveyance were voluntary, the vendor had no title, and could not compel the vendee to make his title good by his own act in accepting a conveyance.—*Clarke v. Willott*, L. R. 7 Ex. 313.

VOLUNTARY SETTLEMENT.

1. A debtor, being in a very weak state of health and mind, distributed his property among his children, receiving in consideration of part of the property a small annuity. *Held*, that as the children knew that the creditors would be defeated by said distribution, it was void against creditors, by 13 Eliz. ch. 5, even though the debtor had no fraudulent intention.—*Cornish v. Clark*, L. R. 14 Eq. 184.

2. A testator raised money wherewith to pay his debt, and then executed a voluntary settlement of the residue of his property, with no intention of defrauding his creditors. The settlement was held valid, although the settlor did not use the whole of the money raised in payment of his debts, whereby some of them were unpaid.—*Kent v. Riley*, L. R. 14 Eq. 190.

WAIVER.—See EJECTMENT.

WASTE.—See INJUNCTION.

WATERCOURSE.—See TRESPASS.

WAY.—See EASEMENT.

WILL.

A testator tore up his will under the mistaken impression that it was invalid, but afterward collected and preserved the pieces until his death. *Held*, that there had been no revocation of the will.—*Giles v. Warren*, L. R. 2 P. & D. 401.

See ADEPTION ; APPOINTMENT ; DEVISE ; EXECUTORS AND ADMINISTRATORS ; GUARDIAN ; LEGACY ; PROBATE.

WORDS.

"Family."—See DEVISE, 1.

"Freight."—See INSURANCE.

"In Possession."—See DEVISE, 4.

"Necessity."—See CARGO.

"Steamship."—See BILL OF LADING.

REVIEWS.

THE RULE OF THE LAW OF FIXTURES, by Archibald Brown, M. A., Edin. and Oxon and B. C. L. Oxon. and of the Middle Temple, Esquire, Barrister-at-Law. Second Edition. London, Stevens & Haynes, Law Publishers, Bell Yard, Temple Bar, 1872. 8vo., price 9s. (sterling), cloth.

Hitherto there have been several works published as to the Law of Fixtures. But the author of this work treats the subject in a new style.

Former authors have contented themselves with grouping the decisions among the different classes of persons as to whom questions of fixtures generally arise, such as heir and executor, landlord and tenant, mortgagor and mortgagee, tenant for life, or tenant in tail and remainderman or reversioner. But Mr. Brown endeavours to make clear the decisions as to fixtures by the aid of history. He opens his first chapter by saying: "It has been said of history that it finds its entablature in law; it may conversely be said of law that it finds its explanation in history." Thence he proceeds to expound the law of fixtures by the light of history.

He shows that the word fixtures is not mentioned among the "*Termes de la Ley*,"—does not so much as once occur either in the abridgment of Bacon or Viner; as a substantive head of law it occurs in Comyn's Digest in the addenda only, and not in the principal part of the work. He then traces the growth and its changes under the following heads. The old law of fixtures, being the law of the strictly agricultural and necessary classes of