

DIGEST OF ENGLISH LAW REPORTS.

SHIP.—See ADMIRALTY; NEGLIGENCE; STOPPAGE IN TRANSITU.

SOLICITOR.—See BANKRUPTCY, 2; CHAMPERTY.

SPECIFIC PERFORMANCE.—See PARTNERSHIP.

STATUTE.

The fifth section of a statute provided, that, if in any of a certain class of actions, "commenced after the passing of this act," the plaintiff did not recover a certain amount, he should have no costs. A subsequent section of the same act provided that "this act shall come into operation on the 1st day of January next after the passing thereof." The act was passed in August, 1867. *Held*, that the fifth section did not come into force till the 1st of January, 1868.—*Wood v. Riley*, Law Rep. 3 C. P. 26.

STATUTE OF LIMITATIONS.—See LIMITATIONS, STATUTE OF.

STOPPAGE IN TRANSITU.

A., in Sweden, agreed to sell goods to B., in London, the price of the goods to be "free on board," payable by B.'s acceptance of A.'s drafts at six months from the date of bills of lading, ships to be provided by A. By a subsequent agreement, a ship was chartered by B., on which the goods were shipped by A., who had the bills of lading drawn in his name as shipper, deliverable "to order or assigns." The bill of lading was indorsed in blank by A., and sent to B. in return for his acceptance of a bill of exchange drawn on him by A. The ship put into Copenhagen in distress, and, while it was there, B. stopped payment, and A. gave notice of stoppage *in transitu*. *Held*, that the effect of the delivery of the goods on board a chartered ship, coupled with the form of the bills of lading, was to interpose the master as a carrier between A. and B., and that A. had an equitable right to stop *in transitu* as against B.—*Berndtson v. Strang*, Law Rep. 4 Eq. 481.

SUPPORT.

If A. sells land to B., reserving the mines and minerals, with a right of user of the surface for the purpose of working the mines, A. has no right to cause a subsidence of the surface, though he cannot work the mines at all without causing such subsidence, and injunction will be granted accordingly. *Semble*, that a custom as between the owner of the surface and the owner of the mines, entitling the latter to cause a subsidence of the surface, if necessary in working his mines, is bad and void.—*Wakefield v. Duke of Buccleuch*, Law Rep. 4 Eq. 613.

TAIL, ESTATE IN.—See DEVISE, 2.

TENANT FOR LIFE AND REMAINDERMAN.—See ADMINISTRATION, 1-3; LIMITATIONS, STATUTE OF, 2.

TIMBER.—See LIMITATIONS, STATUTE OF, 2.

TRUST.

1. A power for setting up children in business does not entitle trustees to make advances for such purpose to a married daughter, nor for the purpose of paying the debts of a daughter's husband.—*Talbot v. Marshfield*, Law Rep. 4 Eq. 661.

2. A married woman consented, before commissioners, to the transfer and payment to her husband of sums of stock and cash standing in court to her separate account. *Held*, that this was not such a declaration of trust but that she might, at any time before the transfer, retract her consent.—*Penfold v. Mould*, Law Rep. 4 Eq. 562.

3. A testator gave £2,300, bank annuities, to trustees on trust to pay his debts, if his ready money was insufficient, and to invest the residue, and to pay the interest to his wife for life, and on her death to pay seven legacies, amounting to £1,075, and the residue to A. The testator died in 1832, the estate was completely administered, and, no part being required for debts, the £2,300 was appropriated as trust funds, and transferred into the names of the trustees on the trusts of the will. Both trustees died, and the administrator of the survivor embezzled the greater part of the funds, so that only £716 were forthcoming. The widow died in 1862. *Held*, that there having been a complete appropriation of the fund, awaiting only the period of distribution, and there being no deficiency of assets, the pecuniary legatees must abate, *pari passu*, with the residuary legatee.—*Baker v. Farmer*, Law Rep. 4 Eq. 382.

4. If, after the institution of an administration suit, trustees exercise their discretion by making advances, the court will require the clearest evidence that they have acted *bona fide*; and the court being of opinion, in this case, that they had exercised a discretionary power, not *bona fide*, but in order to defeat the plaintiff's interest, ordered the amount of the advances to be restored, and that the trustees should pay the costs.—*Talbot v. Marshfield*, Law Rep. 4 Eq. 661.

See ANNUITY; ASSIGNMENT, 2, 3; CHARITY; DEVISE, 2; LEGACY, 2.

VENDOR AND PURCHASER OF REAL ESTATE.

A bill was filed by an unpaid vendor against two railway companies, the purchasers, and their lessees in possession, for specific performance and payment, for an injunction against both companies, for a declaration of lien, and that it might be enforced by a sale, and for the appointment of a receiver of the profits of the