

DIGEST OF ENGLISH REPORTS.

TURNPIKE.

A., a contractor for supplying forage to the army, delivered to B. hay to be carried to a government store, in performance of A.'s contract, by the terms of which the commissary had a right to reject it on its arrival, if of inferior quality. *Held*, that the waggon in which B. conveyed the hay was within 3 Geo. IV. c. 126, § 32, exempting from toll any waggon conveying commissariat stores for the use of the army.—*London & S. W. Railway Co. v. Reeves*, Law Rep. 1 C. P. 580.

VENDOR AND PURCHASER.

1. On a sale by the court of real estate vested in trustees, whose receipt was declared to be a good discharge, in order to divide the proceeds among the beneficiaries, the beneficiaries are not bound to covenant for title.—*Cottrell v. Cottrell*, Law Rep. 2 Eq. 330.

2. A., one of three trustees, assigned leasehold property held jointly by them to a purchaser, forging the signatures of his co-trustees. A. was a solicitor, and acted for the purchaser. *Held*, that circumstances affected the purchaser with notice of some trust, and also that he had constructive notice through the knowledge of A.; and further, that he had the legal interest in one-third, but no beneficial interest, and a re-conveyance was ordered.—*Boursot v. Savage*, Law Rep. 2 Eq. 134.

3. The mere assertion by the vendor that he has a good title, on the faith of which the purchaser relies, is not necessarily such a misrepresentation as precludes the vendor's enforcing the contract.—*Hume v. Pocock*, Law Rep. 1 Ch. 379.

4. The plaintiff agreed to sell the defendant all his estate, right and interest in certain lands, the plaintiff to produce a title from B. (the last owner) to himself. The defendant knew that B. was one of four supposed owners, and was anxious to buy his title, in order to get rid of his opposition to a bill in Parliament. *Held*, that the defendant could not show, *aliter*, that B. had no title, and that specific performance should be decreed.—*Hume v. Pocock*, Law Rep. 1 Ch. 379.

5. A woman, entitled in fee to a mortgaged estate, proposed to her nephew that she should live with him, and that he should move to a larger house for the purpose, she contributing a yearly sum towards the housekeeping. The nephew agreed, if she would settle the estate, limiting it to him after her death. She agreed, and a settlement was accordingly made, by which the nephew covenanted to indemnify her from all liability under the mortgage, except

the payment of interest during her life. He moved to a larger house, and they lived together for some time. She afterwards ceased to live with him, and agreed to sell the estate to a purchaser, who filed a bill against aunt and nephew for specific performance. *Held*, that the nephew's covenant and his expenses incurred on the faith of the settlement were severally sufficient to support the settlement as made for value, and not voluntary. *Seem*, that, had the settlement been voluntary, and so void against a purchaser, the nephew would have been a proper party, but could have made out no claim to the purchase-money.—*Townsend v. Toker*, Law Rep. 1 Ch. 446.

6. A purchaser of land contracted to pay interest on the purchase-money at four per cent. from the time of taking possession till the day appointed for the payment; after that day at five per cent., if the money should not then be paid; and after six months from that day at eight per cent., with a proviso that this should not give the purchaser the right to delay payment on paying such higher interest. The purchaser took possession, but the purchase was not completed for several years, though the delay was not caused by misconduct or negligence of the vendor. *Held*, that the stipulation for paying higher interest was not a penalty to secure punctual payment, but a separate and distinct contract, which the purchaser was bound to perform.—*Herbert v. Salisbury & Yeovil Railway Co.*, Law Rep. 2 Eq. 221.

See CONTRACT, 1.

VENUE, CHANGE OF.—*See PRACTICE, 1.*

VESTED INTEREST.

1. The testator devised real estate to his widow for life, and after her death directed the executors to sell, and divide the proceeds equally between his children, the shares of his sons to be vested in them respectively when they attained twenty-one, and the shares of the daughters to be vested interests when they attained twenty-one or were married. During the minorities of the children, their shares were to be invested and applied for their maintenance. If one or more of the children should die, leaving issue, "before the share of each child or children shall become due and payable," the share was to be equally divided "amongst all the issue of such child or children, when such issue shall attain twenty-one," the interest of such child's share to be applied for the maintenance of such issue during minority. A daughter of the testator married and died in the widow's lifetime, leaving an infant child and having assigned her share. *Held*, that the