danger the life of any passenger, every person so offending and being convicted of such offence shall forfeit a sum not exceeding £10 in case such *driver* shall not be the owner of such wagon, cart, or other carriage, and in case the offender be the owner of such wagon, cart, or other carriage, then any sum not exceeding £10."—*Williams* v. *Evans*, 1 Ex. D. 277.

Statute of Frauds.

The following note by W.'s solicitor to A.'s solicitor is not such as to meet the requirements of the Statute of Frauds, although a verbal agreement was made, as there stated: "W. has been with us to-day, and stated that he had arranged with your client A. for the sale to the latter of the Lion Inn for £950. We therefor send herewith draft contract for your persual and approval.—*Smith* v. *Webster*, 3 Ch. D. 49.

Statute of Limitations.

A writ was issued in the Common Pleas for a claim not then barred, but it was never served. After the claim was barred, but within six months of the date of the writ, the time allowed by the Procedure Act for the writ to remain in force, a bill in Chancery was brought for the same claim. *Held*, that the writ would have saved the claim in the Common Pleas, but was of no effect against the statute in proceedings in equity.—*Manby* v. *Manby*, 3 Ch. D. 101.

Sub-contractor.—*See* Master and Servant, 2.

Tenant in Tail.

G. R. had an estate tail expectant on the death without issue of C. R., a lunatic. C. R. died without issue, and G. R. had converted his estate tail into a base fee, and died leaving a widow and children. The land was sold and the fund paid into court. G. R.'s widow and children petitioned to have the fund paid out to them. *Held*, that they must first produce a proper deed enlarging the base fee. *In re Reynolds*, 3 Ch. D. 61.

Ticket.—*See* Bailment, 1, 2.

Time for Completion of Contract.—*See* Contract, 2.

Transfer of Shares.—*See* Contributory, 1, 2.

Trust to Sell.

A testator left his property, including a newspaper, to his son W., and two others, trustees in trust, among other things, "to carry on, or cause to be carried on, under their inspection and control, during the life of my said wife," the newspaper. He directed a reserve fund of one-fourth part of the profits of the newspaper to be set apart each year to aid in carrying it on, and then directed the trustees to divide the remaining three-fourths of the profits of the paper, and his other property, into six parts, and to pay one part to each of his five children named, and one to his wife; and in case a child died without issue before the death of his wife, his share to go to the surviving children. Then followed: "In case any of my children shall survive my wife, and die before he shall have received his share of my trust estate without leaving issue, I give such share equally amongst my surviving children." Then came this: "And from and after the decease of my wife (or during her life if she and the majority of my children and my trustees shall think it proper and expedient so to do), at the sole discretion of my trustees, or trustee, to sell and absolutely dispose of all my real and personal estates, and my trade or profession [the newspaper], and the good-will thereof, and to divide the proceeds thereof amongst my wife and children and their issue, if the division be made in the lifetime of my wife, but if the division be made after her death, amongst my children and their issue." Then followed a provision, that, in case it was decided to sell the paper under the foregoing provisions, the eldest son should have the privilege of taking it at £500 under the market value. *Held*, that the will created an absolute trust to sell at the death of the wife, and a trust to sell in the discretion of the trustees as to the time and manner thereof, during her life; and at the wife's death to the surviving children took equal vested shares in the newspaper and the residue of the property.—*Minors* v. *Battison*, 1 App. Cas. 428.

Ultra Vires.—*See* Debentures.

Vendor's Lien.

Dec. 31, 1873, the defendants sold to B. & Co., one hundred tons zinc, out of a gross lot lying on the wharf, and at the same time made two "undertakings," as follows: "We hereby undertake to deliver your order indorsed hereon twenty-five tons zinc off your contract of this date." Jan. 7, 1874, the plaintiffs bought of B. & Co., fifty tons zinc, and paid for it. Jan. 14, B. & Co., failed, having given the defendants a bill for the zinc, which was dishonored; and the defendants refused to deliver the zinc to the plaintiffs. *Held*, that the assumed undertaking to deliver did not estop the defendants from setting up against the plaintiffs their right as unpaid vendors to stop the goods.—*Farmeloe* v. *Bain*, 1 C. P. D. 445.

Vested Interest.—*See* Class, 1; Trust to Sell.

Wages and Disbursements.—*See* Collision, 2.

Waiver.

In bankruptcy proceedings against the holder of a lease, the lessors sent the trustee in bankruptcy a notice to disclaim the lease within twenty-eight days, as the Bankruptcy Act provided. Some letters followed; and the day before the twenty-eight days were up the lessors wrote, "We should be glad to have a reply to our letter of the 24th ult., as to whether you intend to retain the lease, at your earliest convenience." The letter of the 24th ult., contained the notice to disclaim. *Held*, that the right to a disclaimer within the twenty-eight days was waived by the