

DIGEST OF ENGLISH LAW REPORTS.

8. Stones shot overboard from boats below high-water mark, and there remaining until shipped for exportation, are not "landed" within the meaning of an act making all goods landed within a harbor subject to toll (CHANNEL, B., *dubitante*).—*Harvey v. Mayor and Corp. of Lyme Regis*, L. R. 4 Ex. 260.

See APPORTIONMENT; BANKRUPTCY; CARRIER, 1, 2; COPYRIGHT; COURT; PARLIAMENT; VENDOR'S LIEN.

STATUTE OF FRAUDS—See LANDLORD AND TENANT, 1.

STOCK EXCHANGE—See SALE, 2, 3.

SUBROGATION—See BANKRUPTCY, 4, 5.

SUBTERRANEAN WATERS—See EASEMENT.

SUCCESSION DUTY.

An apparent heir died within the time allowed for accepting or rejecting the succession, without having made up a title, received rent, or done any thing to incur representation. *Held*, that there had been no devolution of a "beneficial interest" to said heir which was liable to succession duty.—*The Lord Advocate v. Stevenson*, L. R. 1 H. L. Sc. 411.

SUPPLEMENTAL BILL—See REVIVOR.

SUPPORT—See EASEMENT.

TENANCY FROM YEAR TO YEAR—See NUISANCE, 2.

TENANCY IN COMMON.

One tenant in common cannot maintain trespass against another for taking, in the ordinary course, the whole profits of the land.—*Jacobs v. Seward*, L. R. 4 C. P. 328.

TENANT FOR LIFE AND REMAINDER-MAN—See APPORTIONMENT.

TRESPASS—See CONFLICT OF LAWS; TENANCY IN COMMON.

TRUST.

1. A person executed a deed which appointed him trustee, and which declared his acceptance of the office. *Held*, that a claim against him for misapplication of the trust funds was not matter of specialty.—*Holland v. Holland*, L. R. 4 Ch. 449.

2. Trustees having power to invest money in the purchase of lands or hereditaments in fee simple in possession, may invest in the purchase of freehold ground rents.—*In re Peyton's Settlement Trusts*, L. R. 7 Eq. 468.

3. Under a power to vary investments, a loan upon a stock-mortgage is not justifiable.

A trustee lent trust funds upon mortgages which were probably not within his authority to take. He made no charge to the trust estate, but received a fee as solicitor from the mortgagor, and derived some other profit, in the way of professional employment, from his investment. *Held*, that the *cestuis que trust*

were not entitled to these profits as profits of the trust fund.—*Whitney v. Smith*, L. R. 4 Ch. 513.

4. Trustees, with the assent of C., the *cestui que trust*, lent trust-money to S. on the security of furniture with a power of sale and on a mortgage of a lease made to S. by A., one of the trustees, in his private capacity. There were covenants to repair both in the mortgage and lease, the former of which contained a power of sale, the latter a power of re-entry on breach of any of the covenants. S. failed to pay interest for some time with knowledge of *cestui que trust* [did not make proper repairs?], and let the rent fall in arrears. A. re-entered, and subsequently assigned his interest in the premises to F., to whom he also sold the furniture. *Held*, that A. by re-entering as landlord and determining S's lease, instead of selling it with the furniture as mortgage, had mixed the trust funds with his own, and was liable for the whole sum lent, with interest.—*Cook v. Addison*, L. R. 7 Eq. 466.

See ACCOUNT; APPORTIONMENT, 1; EQUITY PLEADING AND PRACTICE; EXECUTOR AND ADMINISTRATOR, 3; WARD OF COURT; WIFE'S EQUITY; WILL, 12.

ULTRA VIRES—See COMPANY, 3.

USAGE—See SALE, 2, 3.

VENDOR AND PURCHASER OF REAL ESTATE.

Defendant, assuming to have authority from the landlord, for whom he had acted in other matters, agreed to renew a lease to the plaintiff, the tenant in possession. Plaintiff afterwards, without communicating with the defendant, agreed to sell to B. her interest in the present and renewed leases. At the end of the old term the landlord put out B., whom the plaintiff had let into possession. Plaintiff then brought a bill for specific performance against the landlord, B. joining with her on being indemnified against the expenses of the suit. The landlord answered and the defendant testified that the latter had acted without authority, and the bill was dismissed. It did not appear that plaintiff had known this fact before. B. then sued plaintiff for her breach of contract, and she paid the amount recovered. *Held*, that plaintiff could recover the costs of the chancery suit and the value of the lease she had lost, but not the damages and costs recovered from her by B.—*Spedding v. Nevell*, L. R. 4 C. P. 212.

VENDOR'S LIEN.

An agreement for a sale of land to a company in consideration of a rent charge (under the *Lands Clauses Act*) does not give the ven-