

## BEST OF ENGLISH LAW REPORTS.

orders and a market." The ship arrived at Falmouth, and the master, in accordance with directions from A., announced its arrival to A.'s agents, and asked them for orders. The agents applied to B. for instructions as to the destination; but before any were given B. became insolvent, and A. stopped the cargo. *Held*, that the *transitus* was not over, and that the stoppage was effectual.—*Fraser v. Witt*, Law Rep. 7 Eq. 64.

## SUNDAY.

A statute provided that no licensed victualler should sell wine or ale on Sunday, except "as refreshment for travellers." A. walked on Sunday to a spa, two and a half miles from his house, for the purpose of drinking the mineral water there for the sake of his health, and was supplied with ale at a hotel at the spa. *Held*, that A. was a traveller within the exception.—*Peplow v. Richardson*, Law Rep. 4 C. P. 168.

SURETY—See PRINCIPAL AND SURETY.

SURVIVORSHIP—See VESTED INTEREST, 1.

TAIL, ESTATE IN—See DEVISE, 3; VESTED INTEREST, 2.

## TAX.

Commissioners were incorporated with powers to construct a bridge, and to borrow from the treasury £120,000 on an assignment of the tolls; they were authorized to take tolls, to be applied to pay the expenses of the bridge, and then in repayment of the sum borrowed. *Held*, that they were not liable to the poor-rate, as they were in occupation of the bridge as servants of the crown, deriving no benefit from the tolls, and were therefore exempt from the operation of 43 Eliz. c. 2, s. 1. (Exch. Ch.)—*The Queen v. McCann*, Law Rep. 3 Q. B. 677.

See INCOME TAX.

## TENANCY IN COMMON.

1. Real estate, partly agricultural land and partly a quarry, was owned in undivided shares. The quarry was worked and the agricultural land let by one of the co-owners in behalf of the rest, and the net rents and profits in general divided among the owners. In some years, however, the profits were laid out in the purchase of other lands, partly agricultural and partly used in connection with the quarry. The purchased lands were conveyed to the managing owner for the time being, and managed like the original lands. *Held*, that the share of one of the owners passed on his death intestate to his heir, and not to his representative.—*Steward v. Blakeway*, Law Rep. 6 Eq. 479.

2. Two tenants in common were entitled to property, as they supposed, in the proportion of five-ninths and four-ninths, and the rents had been received by a common agent and divided accordingly. In 1827, the supposed owner of the four-ninths settled her share, describing it as a moiety; this description was treated as an error, and the rents were received and divided as before till 1864, when it was discovered that the tenants in common were really entitled in the proportion of three-fourths to one-fourth. *Held*, that there had been an ouster of one tenant in common by the other in 1827.—*In re Peat's Trusts*, Law Rep. 7 Eq. 302.

See NEXT OF KIN, 2.

## TENANT FOR LIFE AND REMAINDER-MAN.

A tenant for life of leaseholds for years obtained, before his estate for life had come into possession, the grant of a reversionary term, to commence after the determination of the old term. He came into possession, and died, having had the estate during part of the term created by the new grant. *Held*, that the remainder-man, in respect to the fine and renewals, must pay an amount to be ascertained in reference to the actual enjoyment of the tenant for life; compound interest to be computed on the remainder-man's proportion up to the death of the tenant for life, and simple interest afterwards.—*E-adford v. Brownjohn*, Law Rep. 3 Ch. 711.

TRADES UNIONS—See INJUNCTION, 4.

TREASON—See INDICTMENT, 2.

TRESPASS—See MESSE PROFITS.

## TRUST.

1. The Court of Chancery has inherent jurisdiction in an administration suit to appoint trustees where none have been appointed by the testator.—*Dodkin v. Brunt*, Law Rep. 6 Eq. 580.

2. If persons holding funds have always dealt with them as if they were trust funds, they are liable for losses occasioned by improper investments, though they did not in fact know who the *cestui que trust* were.—*Ex parte Norris*, Law Rep. 4 Ch. 280.

3. A married woman, one of several devisees in trust for sale, cannot bind herself to convey the estate, and a bill by the purchaser to enforce specific performance of a contract by such trustees was dismissed, but without costs, and without prejudice to any action.—*Avery v. Griffin*, Law Rep. 6 Eq. 606.

See CHARITY; CONVEYANCE; EXECUTOR AND ADMINISTRATOR, 2; EXECUTORY TRUST; HUSBAND AND WIFE, 1, 4.