when the absence of a stamp at any time is proved, the *onus* is shifted, and it must be proved that the instrument was stamped.—*Marine Investment Co.* v. *Haviside*, L. R. 5 H. L. 624.

Statute.—*See* Payment; Power; Shop; Street; Succession.

Statute of Limitations.—*See* Limitations, Statute of; Partnership, 3.

Street.

A railway company owned a piece of ground situated between the company's station and the public highway, from which it was separated by a gutter only. On this land the appellant allowed his hackney carriage to stand without license, as required by statute. *Held*, that said ground was not a "street, road, square, court, alley, thoroughfare, or public passage," within the meaning of the act.—*Curtis* v. *Embery*, L. R. 7 Ex. 369.

Succession.

A testator died in 1850, having devised his real estate to trustees to accumulate for twenty-one years, and then to convey to his then heir general; if more than one, as tenants in common. The testator's heir died before the expiration of said twenty-one years, and four coheiresses took the property in 1871. *Held*, that said coheiresses "became entitled" to the property upon the death of said heir, so as to render the property liable to succession duty.—*Ring* v. *Jarman*, L. R. 14 Eq. 357.

Surety.

Four directors of a company gave their note for £2000 to a bank by way of security for any balance which might be due from the company to the bank. The company was ordered to be wound up, and the bank proved for £3659, receiving a dividend of £1000. The bank then recovered the amount of said note from the directors. *Held*, that said directors were entitled to such a proportion of said dividend as the amount of their note bore to the amount proved by the bank.—*Gray* v. *Leckham*, L. R. 7 Ch. 680.

Title.—*See* Common.

Tort.—*See* Judgment.

Trade-mark.

1. A trade-mark was allowed in the word "Leopoldshall," as denoting a peculiar kind of salt, though in fact the word was the name only of the mine whence the salt came.—*Radde* v. *Norman*, L. R. 14 Eq. 348.

2. When a manufacturer has produced an article of merchandise, calling it by a particular name and selling it with a particular mark, he has acquired an exclusive right to such name and mark. If the use of such name and mark has been adopted by another person than the inventor thereof to sell goods of inferior quality but similar appearance, so that purchasers may be misled, the inventor of the name and mark is entitled to relief by injunction.—*Hirst* v. *Denham*, L. R. 14 Eq. 542.

Trover.—*See* Judgment.

Trust.

The defendants were trustees under the marriage settlement and will of G., with power to invest in government or real securities; and under the will the trustees were not to be liable for involuntary losses. The trustees advanced money from the blended funds on mortgage of a hotel. The trustees had sent a surveyor to value the hotel, and in his report the surveyor valued the hotel at nearly double said sum advanced, but included the estimated value of the license in the valuation. The property was worth about three-fifths of the sum advanced. *Held*, that the trustees were personally liable for the sum so advanced.—*Budge* v. *Gummow*, L. R. 7 Ch. 719.

See Charge; Executors and Administrators, 3; Partnership; Settlement, 2.

Vested Interest.—*See* Succession.

Ultra Vires.—*See* Company, 2.

Will.

A testator, after directing that his trustees should carry on his business for a period not longer than until his youngest child should reach the age of twenty-one years, and should then sell his business if it was not previously sold, and directing the conversion and investment of his estate, and giving an annuity to his wife, empowered his trustees to apply so much of the income as they should think fit, as a common fund for the maintenance and education of his children, accumulating the surplus income in aid of the common fund, and the income and accumulations ultimately unapplied to follow the destination of the capital, whence the same shall have arisen. The capital to be divided equally among his children on reaching the age of twenty-one years (or marrying, if daughters). Certain advances already made, to be brought into hotchpot. *Held*, that the accumulated income should be divided equally among the children, they giving credit for sums advanced for maintenance and education, with interest, and for interest from the testator's death on advances made by him, the capital of which advances was to be brought into hotchpot on the division of the capital of the estate.—*Hilton* v. *Hilton*, L. R. 14 Eq. 468.

See Contribution; Devise; Executors and Administrators, 1, 2; Power, 1, 3.

Winding up.—*See* Surety.

Witness.—*See* Libel, 2.

Words.

"*All and every other the Issue.*"—See Devise, 3.
"*Dwelling-place or Shop.*"—See Shop.
"*For Default of such Issue.*"—See Devise, 3.
"*Free Occupancy.*"—See Legacy, 5.
"*From the Loading.*"—See Insurance.
"*Inherent Vice.*"—See Carrier.
"*Issue.*"—See Devise, 3.
"*Other.*"—See Devise, 3.
"*Shipment.*"—See Contract.
"*Should die without Issue.*"—See Devise, 2.
"*Street, road, square, court, alley, thoroughfare, or public passage,*" *&c.*—See Street.
"*Upon his Issue.*"—See Settlement, 4.