

DIGEST OF ENGLISH REPORTS.

trading firm had employed in the conduct of suits pending at the time of bankruptcy, the assignees in bankruptcy are not entitled to a delivery up to them of the papers in the solicitor's possession, subject to their existing lien.—*In re Moss*, Law Rep. 2 Eq. 345.

2. The 23 & 24 Vict. c. 127, § 10, provides, that no one artied to an attorney shall hold any office, or engage in any employment whatever, other than the employment of clerk to such attorney. *Held*, that an artied clerk had not violated this provision by having been steward of a manor in which his family and himself were interested, the duties being performed by a deputy (with whom he divided the fees), and the clerk having thrice only, during two or three years, with his principal's consent, absented himself to hold courts.—*In re Peppercorn*, Law Rep. 1 C. P. 473.

See VENDOR AND PURCHASER, 2.

SPECIFIC PERFORMANCE.—See DAMAGES, 3; INJUNCTION; VENDOR AND PURCHASER, 3-5.

STATUTE OF FRAUDS.—See FRAUDS, STATUTE OF.

STATUTE OF LIMITATIONS.—See LIMITATIONS, STATUTE OF.

STOPPAGE IN TRANSITU.

On July 12th, W. sold P. eleven skips of cotton twist, then lying at the defendants' station at S., to be delivered for P. at B. station. Three of the skips were delivered on July 22nd, but P. objecting to the weight and quality, declined to take any more. On August 17th, four more were sent to B. station, and an invoice of the eight sent to P., with word that four had been forwarded, and that the other four were at S. station, waiting his orders. P. immediately returned the invoice, and wrote to W. declining to take any more. On September 1st, W. sent an order to S. station, for the defendants to deliver the remaining four skips to P. These were accordingly forwarded to B. station, and taken by P.'s carman to his mill, but were immediately returned by P.'s orders, and the whole eight sent back by him to S. station, to the order of W. They were again returned by W. to B. station; but, P. refusing to have anything to do with them, they remained there till P.'s bankruptcy on October 19th, when W. claimed them. *Held*, on a special case, stated in an action of trover by P.'s assignee against the defendants, in which the court were to draw inferences of fact, that W. had a right of stoppage in transitu.—*Bolton v. Lancashire and Yorkshire Railway Co.*, Law Rep. 1 C. P. 431.

SUPPORT.—See EASEMENT.

TRETY.—See BOND.

SURVIVORSHIP.

The word "survive," in a will, imports that the person who is to survive must be living at the time of the event he is to survive. Therefore, a gift over in default of children, or remoter issue of A., who should survive A., is not void for remoteness.—*Gee v. Liddell*, Law Rep. 2 Eq. 341.

See WILL, 6.

TAXES.

The exemption in 38 Geo. III., c. 5, § 25, rendered perpetual by 38 Geo. III., c. 60, § 1, from land tax of "any hospital," applies only to institutions existing when the act was made perpetual; and land previously chargeable is not exempted by becoming crown property.—*Colchester v. Kewney*, Law Rep. 1 Ex. 368.

TENANT IN TAIL.—See DEVISE, 3.

TENDER.

An offer to pay under protest is a good tender.—*Scott v. Uxbridge & Rickmansworth Railway Co.*, Law Rep. 1 C. P. 596.

See DETINUE.

TRUSTS AND TRUSTEES.

1. By a post-nuptial settlement, land was conveyed to trustees on trust to pay the rents to W. and his wife during their lives, and, on the death of the survivor, to sell and divide the proceeds amongst all and every the children of W., in such shares and proportions as he should by will appoint. There were seven children living at the date of the settlement, one of whom died before W., who died without executing the power. *Held*, that the property was vested in all the children liable to be divested by the execution of the power, and that the representatives of the deceased child were entitled to his share.—*Lambert v. Thwaites*, Law Rep. 2 Eq. 151.

2. An order by the master of the rolls, appointing as trustee, under a will, a person of unexceptionable capacity and character, was discharged on the ground that his appointment would be contrary to the wishes of the testator as deduced from the will, and that he was proposed for and has accepted the office with a view of acting in the interests of some only of the objects of the trust, and not as an independent trustee for the benefit of them all; and the purchase of such proposal and acceptance of the trust may be proved by facts which have occurred since the date of the order.—*In re Tempest*, Law Rep. 1 Ch. 485.

See SEPARATE ESTATE, 2; VENDOR AND PURCHASER, 2.