tion, and told the defendant, B.'s agent, that the bill of sale was invalid, as A.'s widow had no title. Afterwards, when C. was about to sell the same goods at auction, the defendant notified those present that he held a bill of sale in favor of B., and forbade the sale. In an action by C. for slander of title: *Held*, that there was no evidence of malice to go to the jury, and that the plaintiff was properly nonsuited.—*Steward* v. *Young*, L. R. 5 C. P. 122.

See Libel.

Solicitor.

The plaintiff invested money on security, the value of which depended, as he knew, on building operations. In this he followed his solicitor's advice, which was founded on the opinions of competent surveyors. These opinions also were submitted to the plaintiff. A bill against the solicitor charging improper motives was dismissed with costs.

Semble, that equity can give relief when a client has sustained loss by the gross negligence of a solicitor.—*Chapman* v. *Chapman*, L. R. 9 Eq. 276.

See Limitations, Statute of, 2; Statute.

Specific Performance.—*See* Notice; Parties.

Statute.

By 6 & 7 Vic. cap. 73, sec. 26, no person who, as solicitor, shall carry on any proceedings in certain courts, "without having previously obtained a stamped certificate which shall then be in force, shall be capable of maintaining any action or suit at law or in equity, for the recovery of any fee," &c. A client took out an order of course for taxation, by which he submitted to pay what should be found due. The taxing master disallowed items for business done when the solicitor's certificate had not been renewed. *Held*, that they should have been allowed. The act did not extinguish the debt, but only the remedy. —*In re Jones*, L. R. 9 Eq. 63.

See Bankruptcy; Fraudulent Conveyance; Infant; Sheriff; Trust; Will, 3.

Statute of Limitations. — *See* Limitations, Statute of.

Subrogation.—*See* Insurance, 4.

Succession Duty.—*See* Legacy Duty.

Surety —*See* Action.

Surveyor.

It seems that a practice of paying surveyors by commission on the amount of the purchase money ought not to be disturbed.—*Attorney-General* v. *Drapers' Company*, L. R. 9 Eq. 69.

Tenancy in Common.—*See* Injunction, 2.

Tender.—*See* Interest.

Title.—*See* Security; Slander.

Tort.—*See* Injunction, 2.

Trade Mark.—*See* Injunction, 1.

Trade Secret.—*See* Restraint of Trade.

Trespass.—*See* Pleading, 1; Sheriff.

Trover —*See* Carrier.

Trust.

A., a vendor, covenanted in the usual way to surrender copyholds to B., the purchaser, but without words declaring a trust for B. until surrender, and the purchase money was paid. A. died before surrender, and his customary heir was of unsound mind. *Held*, that, as the contract was executed, a suit was not necessary to declare the heir a trustee, and that a person might be appointed without it, under the Trustee Act, 1850, to convey to B.—*In re Cuming*, L. R. 5 Ch. 72.

See Husband and Wife, 5; Limitations, Statute of; Security; Voluntary Conveyance.

Ultra Vires.—*See* Company, 5.

Valued Policy.—*See* Insurance, 4.

Vendor and Purchaser of Real Estate.

Upon a sale of leasehold property without any condition protecting the vendor against the production of deeds, the vendor is bound to produce a lease recited in one of the deeds contained in the abstract as the root of his title, although the lease is more than sixty years old. (Exch. Ch.) — *Frend* v. *Buckley*, L. R. 5 Q. B. 213.

See Damages, 3; Fixtures; Interest; Mortgage, 1; Parties.

Voluntary Conveyance.

A., a woman, settled her property at the time of her marriage, after other trusts, on the children of any future marriage, and if she had no children, then on her nephews and nieces, without any power of revocation being reserved. A. was not accustomed to business, and it was not explained to her that the above trusts were irrevocable. Furthermore, the settlement gave no powers of leasing or otherwise controlling the property to A. A. now seeks to set aside the deed, the above trusts being the only ones subsisting. A long time had elapsed since A. knew the terms of the deed, but the situation of the parties interested had not changed. *Held*, that as the above trusts were voluntary, and did not appear to have been intended to be irrevocable, they could be set aside, and in this case lapse of time made no difference. — *Wollaston* v. *Tribe*, L. R. 9 Eq. 44.

See Fraudulent Conveyance.

Waiver.—*See* Consideration.

Warehouseman.—*See* Carrier.