Digest of English Law Reports.

Tenant in Tail.

The court refused to order money representing land taken by a railway company under compulsory powers to be paid to a tenant in tail until he had executed a disentailing deed.—*In re Butler's Will*, L. R. 16 Eq. 479.

Testimony.—*See* Evidence.

Thellusson Act.—*See* Appointment, 2.

Title.—*See* Lease.

Trade-mark.

Injunction to restrain the defendant from using upon their labels the words "nourishing stout," which had been used by the plaintiff on their labels as a trade-mark, refused, on the ground that "nourishing" was a mere English adjective denoting the quality of the stout. Interesting discussion concerning trade-marks.—*Raggett* v. *Findlater*, L. R. 17 Eq. 29.

Trespass.—*See* Landlord and Tenant.

Trust.

1. B., an unmarried woman, called her servant, the plaintiff, into her room, placed an envelope in a box, and gave the box to the plaintiff, telling him that the box would be of service to him some day, but that he must not open it until after her death. B. retained the key of the box. The box was opened after B.'s death, and in said envelope was a paper signed by B., stating that the contents of the box was a deed of gift to the plaintiff of certain real and personal estate described. The plaintiff subsequently found in an outhouse an envelope directed to himself and signed by B., of the same date as the aforesaid paper, stating that the plaintiff would find the deeds of an estate mentioned in the first paper, which deeds were to be handed over to the plaintiff "free, and all expenses to be paid out of the bulk and writings of M" (a certain farm). *Held*, that there was not a valid declaration of trust of said real and personal estate in favor of the plaintiff.—*Warriner* v. *Rogers*, L. R. 16 Eq. 340.

2. The court refused to permit trustees who had authority to "continue or change securities from time to time, as the majority shall seem meet," to invest trust funds in United States bonds or American railway bonds.—*Bethell* v. *Abraham*, L. R. 17 Eq. 24.

3. A testator empowered trustees to apply the annual income of the presumptive shares to which children would be entitled towards the maintenance and education of such children, if the trustees should think fit, notwithstanding the father of such children might be living and able to maintain his children. A suit was instituted for the administration of the testator's estate, and part of the property was sold and the proceeds brought into court. *Held*, that the court would not interfere with the discretion of the trustees, who might apply the income as empowered in the will—*Brophy* v. *Bellamy*, L. R. 8 Ch. 798.

4. Trustees being about to sell certain land, and being unable to find a deed of 1819, through which the grantors, who had conveyed to the trustees in 1858, derived title, made it a condition of sale that the title should begin with the deed of 1858. A bill was filed by a *cestui que trust* to set aside the sale. *Held*, that said condition might have depreciated the value of the land at the sale, and was improper, and that the sale would be set aside. The smallness of the interest of the *cestui que trust* in the land constituted no objection to the bill.—*Dance* v. *Goldingham*, L. R. 8 Ch. 902.

5. A testator directed his real estate to be sold, and the proceeds held upon certain trusts, which failed. The lands remained unsold. *Held*, that said lands, though unsold, must be treated as money, so that the heiress of the testator who took the same having died, her administrator must pay probate duty.—*Attorney-General* v. *Lomas*, L. R. 9 Ex. 29.

See Executors and Administrators, 2; Settlement, 3; Vendor and Purchaser, 1.

Ultra Vires.—*See* Company, 1; Railway, 2.

Unborn Children.—*See* Legacy, 11.

Vendor and Purchaser.

1. A testator devised an estate in trust for his daughter for life, remainder to her husband for life, and after the death of the survivor, upon trust to sell and hold the proceeds in trust for all the daughter's children living at the death of such survivor. The daughter had six children living, one having issue two infant children. A petition for sale was filed and assented to by said daughter, her husband, and her children. *Held*, that an order of sale was not invalid by reason of said infant children not being parties to the petition.—*In re Strutt's Trusts*, L. R. 16 Eq. 629.

2. The defendant sold lands to the plaintiff at auction upon certain conditions, one o which was that the vendors should deliver an abstract of title to the plaintiff within seven days, and all objections not made within a certain period thereafter were to be considered waived; and in case such objection should be made, the vendor reserved the option of rescinding the contract of sale upon repaying the deposit money. An abstract was delivered and objections were made. The defendant thereupon filed a bill for specific performance, and the plaintiff in answer set up said objections, and a further objection, consisting of matters affecting the title which had not been disclosed in the abstract. The bill was dismissed. The defendant rescinded the contract and tendered the deposit, and the plaintiff brought this action against the defendant for not deducing a good title. *Held*, that the defendant, by bringing the above bill, waived his right to rescind on any of the original objections but that he had a right to rescind upon the additional objection made in the answer, although relating to matters not disclosed in said abstract.—*Gray* v. *Fowler*, L. R. 8 Ex., and Ex. Ch. 249.