

DIGEST OF ENGLISH LAW REPORTS.

STATUTE OF DISTRIBUTIONS.—See ELECTION, 2.

STOCK DIVIDEND.—See DIVIDEND.

TENANT FOR LIFE.—See DIVIDEND; TRUST, 3.

THEFT.—See BILL OF LADING.

TRESPASS.

1. A highway board ordered their surveyor to remove the locks from certain gates placed across a way which the board believed to be a public way, but which was in fact the plaintiff's private way, and the surveyor removed the same accordingly. The surveyor was obliged by statute to obey the board in the execution of his duties. The plaintiff brought trespass against the members of the board and the surveyor in the same action. *Held*, (by PIGOTT and CLEASBY, BB.), that the action was maintainable. By KELLY, C.B., dissenting, that the action should have been brought against the board in its corporate character; and that the surveyor was not liable, as he was obliged to obey the orders of the board.—*Mill v. Hawker*, L. R. 9 Ex. 309.

2. The defendant's quiet-tempered stallion and the plaintiff's mare got close together on either side of a wire fence separating the defendant's and plaintiff's land, and the stallion bit and kicked the mare through the fence without crossing it. *Held*, that the stallion was guilty of a trespass for which the defendant was liable.—*Ellis v. Loftus Iron Co.*, L. R. 10 C. P. 10.

TRUST.

1. A testator gave all property whatsoever that he might die possessed of to his wife, for her sole use and benefit, in full confidence that she would bestow it on her decease on his children in a just, true, and equitable spirit, and in such manner and way as she felt would meet with his approval. *Held*, that the wife took a life estate only, with power of bestowing amongst the children. What interest the children took, not determined.—*LeMarchant v. LeMarchant*, L. R. 18 Eq. 414.

2. A testator gave his residuary estate to trustees in trust for his wife for life, remainder over, and empowered the trustees to continue invested any of his government stocks or real securities. *Held*, that certain long annuities for eighty years should have been sold by the trustees, and that the wife's estate was liable after her death for the amount for which such annuities would have sold.—*Tickner v. Old*, L. R. 18 Eq. 422.

3. A testator devised real estate to trustees upon trust for his son for life, remainder to his grandson for life, remainder to the grandson's sons in tail, and upon trust to pay the testator's debts on mortgage, bond, or otherwise, including £8,000 charged upon said estate; and the testator directed the trustees to apply the rents in liquidation of his said debts until they should all be paid off, and that no person to whom any estate for life or in tail was limited should be entitled to the rents and profits of said estate until such estate was disincumbered and free from debt, and that the trustees should invest the

moneys which might come to their hands until the same should be applied in any payment to be made under the will. A receiver had been appointed, and all the debts had been paid except said £8,000, and there was an accumulated fund in court sufficient to pay this charge. *Held*, that the receiver must be discharged, and the tenant for life let into possession of said estate.—*Tewart v. Lawson*, L. R. 18 Eq. 490.

4. A testator gave his real and personal estate to trustees upon certain trusts for his wife and children. One of the trustees died. The court appointed a niece of the testator, aged twenty-seven, trustee, it appearing that no other suitable person could be found willing to undertake the office.—*In re Berkeley*, L. R. 9 Ch. 720.

5. A testator gave freehold property to trustees in trust for his son for life, with a gift over if his son should charge or incur the same. The trustees filed a bill against certain parties, alleging that the latter held a portion of said property by virtue of a charge upon the same effected by the son, and the trustees interrogated said parties concerning all charges in their favour upon said property. The defendants replied that they held a portion of said property under a mortgage from S., who held a lease of the same from the testator's son at a rack-rent. The trustees excepted to the defendant's answer for not setting forth the date of the lease to S. under which the defendants claimed.—*Hurst v. Hurst*, L. R. 9 Ch. 762.

See APPOINTMENT, 2; GIFT; POWER; RETAINER.

TUG.—See COLLISION.

UNDUE INFLUENCE.—See BOND, 2.

VENDOR AND PURCHASER.

Upon a contract for the sale of real estate, where the vendor without his fault is unable to make a good title, the purchaser is not by law entitled to recover damages for the loss of his bargain, whether the vendor has actual possession of the property or not.—*Bain v. Fothergill*, L. R. 7 H. L. 158.

See MORTGAGE, 1; SPECIFIC PERFORMANCE.

WARRANTY.—See INSURANCE, 1.

WAY.—See DEED, 2; HIGHWAY.

WILL.

A soldier in active military service made a will which was unattested. In the body of the will were found alterations. The testator left the service before he died. *Held*, that said alterations must be presumed to have been made by the testator when in active military service.—*In the Goods of Tweedale*, L. R. 3 P. & D. 204.

See ADEPTION, 2; ANNUITY; DEVISE; ELECTION; LEGACY; TRUST.

WORDS.

"Damage."—See BILL OF LADING.

"Nephews and nieces."—See LEGACY, 1.

"Personal Representatives."—See SETTLEMENT.

"Property."—See EASEMENT.

"Thieves."—See BILL OF LADING.

WRIT.—See JURISDICTION.