

## CORRESPONDENCE.

A tenant for life under a settlement made advances to the trustees for the purpose of paying calls upon shares held by them. The trustees might have raised money to pay the calls in other ways. *Held*, that the tenant for life had a lien upon the shares for the repayment of her advances with interest thereon.—*Todd v. Moorhouse*, L. R. 19 Eq. 69.

2. A lady transferred stock from her own name to the joint names of herself, her daughter and her son-in-law. The daughter died, and afterward the mother. The son-in-law managed the property during the last seven years of the mother's life, and paid her the whole of the income. *Held*, that there was no resulting trust for the residuary legatees of the mother's will, and that the son-in-law was entitled to the stock.—*Batstone v. Salter*, L. R. 19 Eq. 250.

3. Trustees who were directed by a testator to convert all his real and personal estate and distribute in a certain manner, built a villa on a part of the real estate in the belief that they could thereby improve the value of the rest. The trustees were allowed to take the villa themselves, repaying the amount they had expended upon it.—*Vyse v. Foster*, L. R. 7 H. L. 318; s. c. L. R. 8 Ch. 308; 7 Am. Law Rev. 686.

See ADVANCEMENT; BANK; LEGACY, 4.

## TRUST, DECLARATION OF.

What will amount to a declaration of trust, See *Heartley v. Nicholson*, L. R. 19 Eq. 233.

## UNSEAWORTHINESS.—See SEAWORTHINESS.

## VENDOR AND PURCHASER.

Letter to the defendant from the agents of the plaintiff who held the lease of a house: "Nov. 13, 1873. We have been requested by Mrs. D. to find her a lodging-house in this neighbourhood; and we forward for your approval particulars of two which we think most likely to suit." Inclosed were particulars of the plaintiff's house, the terms of which were stated to be premium 250 guineas, rent £80. On November 14 the defendant wrote to the plaintiff's agents as follows: "I have decided on taking (said house) and have spoken to my agent C., who will arrange matters with you, if you will put yourselves in communication with him. I leave town this afternoon; so, if you have occasion to write to me, please address, as before, to Cirencester." *Held*, that the letters did not constitute a binding agreement.—*Stanley v. Dowdeswell*, L. R. 10 C. P. 102.

See BROKER; SALE.

## VESTED INTEREST.

A testator directed his trustees to divide a certain fund equally among the children of F. when they should respectively attain the age of twenty-five, applying from time to time the income of the presumptive share of each child, or so much thereof respectively as the trustees might think proper, for his or her maintenance until such share should become payable; but, if the children should

all die before attaining twenty-five, then to pay said fund over. *Held*, that the children of F. took a vested interest.—*Fox v. Fox*, L. R. 19 Eq. 286.

See LEGACY, 4.

VOTE.—See FABRICATING VOTES.

WARRANTY.—See INSURANCE, 3; NEGLIGENCE, 3.

WATERCOURSE.—See EASEMENT.

WILL.—See ADVANCEMENT; INJUNCTION, 1; LEGACY; RESIDUE; VESTED INTEREST.

## WORDS.

"Fabricating Votes."—See FABRICATING VOTES.

"Place."—See PLACE.

"Survivor."—See SETTLEMENT.

"Trader."—See BANKRUPTCY, 3.

## CORRESPONDENCE.

Meaning of "Pounds"—Attachment of Debts.

TO THE EDITOR OF THE LAW JOURNAL.

DEAR SIR,—Can you tell me whether there has been any decision with regard to the meaning given to the word "pounds" in Canadian courts when it occurs in an English statute in force here? Is it taken to mean pounds sterling or pounds currency?

C. S. U. C. cap. 44, sec. 11, which enlarges the provisions of the Statute of Frauds, in respect to sales of goods for £10 and upwards, makes mention of "Forty Dollars." It would therefore appear that the Legislature have taken the word "pound" to mean \$4.

I have been unable to find any case which positively decides this point.

There is also another point upon which I have been unable to find any information: Can Government salaries be garnished? I have heard it said that they can not.—I am, &c.,

LAW STUDENT.

September 27, 1875.

[1. We do not remember any decision on this point; but doubtless it would be taken to mean pounds sterling. 2. Salaries due by the Crown cannot be garnished.—Ed. L. J.]