that the agreement of 1833 was null and void,—all the parties having plainly proceeded upon the assumption that the question of the illegitimacy of Samuel's son decided his right; whereas, on the words of the will, that had nothing to do with it; that there was created a trust in respect of the £3,000 on the estates in Armagh bequeathed to Charles (*quære* as to the Louth estate, that point not having been disputed), and consequently the Statute of Limitations did not apply. Interest on the legacy was, however, allowed for six years only, on the ground that no direct proceedings had been taken to enforce the claim before 1872.—*Thomson* v. *Eastwood*, 2 App. Cas. 215.

2. A testator devised his property to trustees upon trust, *inter alia*, that they should, "in their discretion and of their uncontrollable authority, pay and apply the whole or such portion only of the annual income . . . as they shall think expedient to or for the clothing, board, &c., for the personal and peculiar benefit and comfort of my dear wife." One of the trustees was residuary legatee. The wife was an insane person, and had property in fee in her own right. *Held*, that the court would not make a decree that the trustees "should exercise such discretion by paying and applying such portion only of the income of the estate of the testator as with the income from other sources will make up" the amount needed for the wife's support, &c. The court would not interfere with the exercise of the discretion given to the trustees by the will.—*Gisborne et al.* v. *Gisborne et al.*, 2 App. Cas. 300.

3. Residuary bequest to trustees to hold "in trust for such of my nieces, M. and N., as shall be living at my death, my desire being that they shall distribute such residue as they think will be most agreeable to my wishes." *Held*, that M. and N. took absolutely for their own benefit.—*Stead* v. *Millor*, 5 Ch. D. 225.

See Devise, 2.

Trustee.

Trustees advanced money to A., a builder, on security of land purchased by A. of B., the defendant and one of the trustees, and which A. had built upon. The money was used partly to pay for the land, and partly to repay other sums which A. owed B. The plaintiff, the other trustee, knew that A. and B. had had business relations. A. went into bankruptcy, and the plaintiff filed a bill against B., his co-trustee, alleging that the security was insufficient, and asking that the property be sold, and that the defendant be held to make up the deficiency. Refused.—*Butler* v. *Butler*, 5 Ch. D. 554.

Usage.—See Vendor's Lien.

Vendor and Purchaser.

Feb. 10, 1876. L., a merchant, and W., a manufacturer, made an agreement under which W. was to supply L. with goods from time to time, and W. should draw upon L. bills of exchange for the invoice price, which L. should accept, L. having regularly a credit of £5,000. L. was to ship the goods to R. & Co., Shanghai, for sale on his account; sending the bills of lading by post, and made out to R. & Co.'s order. W. was to have a lien on the bills of lading, and the goods in transit to Shanghai, or in anybody's hands as well as upon the proceeds or the goods purchased therewith in the hands of the consignees, or in transit homewards; such lien not to be general, but to be confined to the particular shipment, and cease when the bills for such shipment had been paid by L. L. was to insure primarily for the benefit of W., as mortgagee or pledgee. L. promised W. to give R. & Co. notice of this agreement; but they had no notice of it. Under the agreement, L. ordered goods of W.; they were packed by W.'s packer, and marked "Shanghai." W. sent the invoice to L., headed "L., bought of W." L. wrote the packer to send the goods to the G., a Shanghai vessel loading at the dock. W. paid the freight to the dock, and the packer advised L. that he had sent the goods thither, at L.'s disposal. W. drew on L., at six months, for the amount of the bill of the goods; and L. accepted the bill. The carriers who took the goods to the dock notified L. that they had arrived at their warehouse, and would be sent to the G.; and they were shipped on board that vessel, and the bills of lading made out to L.'s order. He did not, however, pay the freight, and the bills of lading remained in the ship-owners' hands. Subsequently, April 5, 1876, L. suspended payment. April 8, the G. sailed. April 12, L. filed his petition in bankruptcy, and, May 20, was adjudged bankrupt. The trustee in bankruptcy and W. each demanded the bills of lading before the ship reached Shanghai; and it was agreed that the goods should be sold, and the proceeds held to abide the decision of the court. *Held*, that W. had a right of stoppage *in transitu* until the goods reached Shanghai; and that, by demanding the bills of lading, he had exercised his right, and could have the bill of exchange accepted by L. paid out of the proceeds of