

Held that, on its being shewn that the suit was necessary and proper, and that it resulted in benefit to the co-owners, they should share the expense, in proportion to the advantage they had derived from the suit.

Gage v. Mulholland, 145.

TIME OF ESSENCE OF CONTRACT.

Where lands which have a fluctuating value are the subject of a contract, time is, from the nature of the case, of the essence of the contract.

Sanderson v. Burdett, 119

TITLE, PROOF OF PLAINTIFF'S.

See "Injunction, 2."

TRADE, COVENANT IN RESTRAINT OF.

See "Covenant in Restraint," &c.

TRUST.

A widow of uncommon vigor of mind and strength of character, accustomed for many years to manage all her own affairs, and who owned property to the value of at least £25,000, incurred liabilities to the extent of £8,000; and the time of her indebtedness being one of great commercial depression, she could not raise money to pay, and was in danger of losing all she had by a forced sale; she had two sons-in-law who were persons of wealth and credit; her solicitor, without any communication with them, advised her to offer her property to them on terms which would make it worth their while to devote their time and energy to save a surplus for themselves; she, after some days deliberation, adopted this advice, and proposed to them that they should take all her property, except two farms with which she wished to provide for the only two members of her family, besides the wives of the two sons-in-law who had not already had large sums from her; and the consideration which she proposed to the two sons-in-law, was that they should pay her liabilities and pay to herself an annuity: they with some reluctance accepted her proposal: the same was afterwards duly carried out, and she lived for seven years without making any objection to the transaction, though she was aware that they had made a considerable profit