A. was of the essence of the contract, and that there could be no specific performance because of his death; and specific performance of the original contract was ordered, with interest on the purchase-money from the date of the company's taking possession of the land.—*Firth* v. *Midland Railway Co.*, L. R. 20 Eq. 100.

See LEASE, 1; VENDOR AND PURCHASER, 2.

STAKEHOLDER.—*See* ACCESSORY.

STATUTE.—*See* DISCOVERY; OWNER OF LANDS.

STAY OF PROCEEDINGS.

Proceedings in a suit in England, by the Republic of Peru, were stayed until the republic should appoint some one to be a defendant in a cross suit for the purpose of enabling the plaintiff in the cross suit to obtain discovery.—*Republic of Peru* v. *Weguelin*, L. R. 20 Eq. 140.

STOCK IN TRADE.—*See* MORTGAGE, 2.

STREET.—*See* OWNER OF LANDS, 1.

TAX.—*See* OWNER OF LANDS, 1.

TENANT FOR LIFE.—*See* DEVISE.

TENANTS IN COMMON.

Two out of three tenants in common of a coal-mine leased to the defendant two undivided thirds of the mine, with license to work the same. The defendant mined less than two-thirds of the coal, and kept one-third of the royalty for the plaintiff, the third tenant in common. The plaintiff filed a bill, praying an inquiry as to the value of the coal raised, allowing no deduction for cost of raising, and that a sum equal to one-third of such value be ordered to be paid to the plaintiff; for an injunction, a receiver, and damages. *Held*, that working the mine was not a trespass; and an inquiry was ordered as to what coal had been raised from the mine, its value at the pit's mouth, less the cost of raising; and it was ordered that the defendant pay the plaintiff one-third of the amount of such value.—*Job* v. *Potton*, L. R. 20 Eq. 84.

TITLE.—*See* GRANT; VENDOR AND PURCHASER, 3, 4.

TRESPASS.—*See* EASEMENT; TENANTS IN COMMON.

TRUST.

L. contracted with J., as delegate in London of the French Minister of War, to supply 20,000,000 ball cartridges to the French Government. Under the contract the cartridges were to be delivered by a certain date, and time was to be of the essence of the contract. The cartridges were to be tried in London by a French delegate; and they were to be paid for immediately after having been accepted, through the care of the French ambassador, who would issue checks for the amount; L. could not claim acceptance of any of the cartridges after the date for delivery, nor indemnity for any delivered after that date. L. asked for a deposit of money with some London banker. None was made, but M. and G., who acted as financial agents of the French Government, wrote under the direction of J. as follows: "Gentlemen, we are instructed by J. to advise you that a special credit of £40,000 has been opened with us in your favour, and that it will be paid to you ratably, as the goods are delivered, upon receipt of certificates of reception issued by J." Part of the cartridges were supplied and paid for. Alterations were then proposed and experiments tried, which L. alleged prevented him from delivering the cartridges within the contract time. M. and G., upon the expiration of the time for delivery, informed L. that by direction of J. they should make no further payments. L. filed a bill praying that M. and G. be declared trustees for him of the residue of the £40,000, for injuries, and for an injunction restraining the defendants from parting with the said residue. *Held*, that the letter written by M. and G. constituted neither an equitable assignment nor a trust of said £40,000, and that, therefore, the Court of Chancery had no jurisdiction.—*Morgan* v. *Lariviere*, L. R. 7 H. L. 423; S. C. L. R. 7 Ch. 550.

See DEVISE; RESULTING TRUST; SET-OFF; VENDOR AND PURCHASER, 3.

UNCONSCIONABLE BARGAIN.—*See* MORTGAGE, 3.

VENDOR AND PURCHASER.

1. Sale was made in a particular suit, one of the conditions of sale being that if the purchaser should make any objection which the vendors should be unwilling or unable to comply with, the vendors should be at liberty, with the leave of the judge, to cancel the contract, which should thereupon be delivered up, and the deposit returned without interest or costs to either side. The sale was invalid. The deposit was invested in bank annuities, and dividends accrued thereon. *Held*, that the purchaser was entitled to the annuities and the dividends thereon, or to the money itself, and all dividends arising from its investment at his election.—*Powell* v. *Powell*, L. R. 19 Eq. 422.

2. An estate was sold by auction, one of the conditions of sale being that the title to the beneficial ownership of the property should begin with the will of C., and that the purchaser should assume that C. was at his death beneficially entitled in fee-simple, free from incumbrances. It appeared that C. had contracted for the purchase of the estate, but that the vendor could not make a title, and that the purchase-money was invested and actually paid after C.'s death. *Held*, that as the condition was founded on an erroneous statement of facts, it could not be enforced against the purchaser; and that there must either be a reference to title, or that the bill for specific performance must be dismissed.—*Harnett* v. *Baker*, L. R. 20 Eq. 50.

3. A testator devised his real estate in trust for sale. The trustees of his marriage settlement held adjoining land upon trust to pay certain charges, afterward pay the remainder