

DIGEST OF THE ENGLISH LAW REPORTS.

was adjudicated bankrupt; and on Dec. 21, the seller, who had first heard of the bankruptcy proceedings on Dec. 19, gave notice that he rescinded the contract on the ground of fraud, and demanded to have the wool returned. *Held*, that, as it did not appear that S. purchased the wool without any intention of paying for it, the trustee was entitled to the wool.—*Ex parte Whittaker; In re Sackleton*, L. R. 10 Ch. 446.

See BILL OF LADING; CONTRACT; VENDOR AND PURCHASER, 1.

SET-OFF.

A debt due to an administrator in his own right may be set off against a sum due from the administrator in respect of the next of his kin's share of the intestate's estate.—*Taylor v. Taylor*, L. R. 20 Eq. 155.

SHIP.—See BILL OF LADING; CHARTER-PARTY.

SOLICITOR.—See ESCROW; MORTGAGE.

SPECIFIC PERFORMANCE.

In a suit for specific performance of a contract to purchase a colliery, it appeared that the income of the colliery was not so large as it was stated to be. Upon the circumstances of the case, it was decreed that the purchase-money be reduced by sum bearing the same proportion to the difference between the actual and the stated income as the contract price bore to the stated income.—*Powell v. Elliott*, L. R. 10 Ch. 425.

See VOLUNTARY SETTLEMENT.

STATUTE.—See CHECK; INFANCY; LORD'S DAY.

STOCK.—See RESULTING TRUST.

SUNDAY.—See LORD'S DAY.

TAX.—See RAILWAY 1.

TORT.—See TRUST.

TRESPASS.

The defendant was seated on the box of his carriage, by the side of his groom, who was driving. The horses became frightened and ran, and the groom begged the defendant to leave their management to him; and the defendant, accordingly, did not interfere. The horses came to a corner, and the groom endeavoured to help them in turning; but they fell, and struck the plaintiff, who was on the pavement on the farther side of the street into which the horses were turning. The jury found that none of the parties were guilty of negligence. *Held*, that the groom, by turning the horses in the direction of the plaintiff, was not guilty of trespass, inasmuch as he did not drive the horses against the plaintiff, but the horses struck the plaintiff in spite of the groom.—*Holmes v. Mather*, L. R. 10 Ex. 261.

See PRINCIPAL AND AGENT.

TRUST.

Bequest of an annuity of £100 charged on real estate to S., a married woman with separate property, in trust to pay and apply the annuity in her discretion for the benefit of J. during his life, and for his advancement, maintenance, or support, or otherwise for his benefit, and without being responsible or an-

swerable for any of the moneys so laid out, or the exercise of the discretion so vested in the trustee as to the mode and extent of expending and laying out the same. *Held*, that S. was not entitled to any part of the £100 for her own use; but that there could be no decree against her separate property for a tort committed by her in the misapplication of the trust fund.—*Wainford v. Hayl*, L. R. 20 Eq. 321.

See RESULTING TRUST.

ULTRA VIRES.—See COMPANY.

VENDOR AND PURCHASER.]

1. A testator devised all his real and personal estate to trustees upon trust out of the proceeds of the personal estate, or if and so far as the same should be insufficient, out of the proceeds of his real estate, to pay his debts; and as to a property called Essex Lodge, to permit his widow to occupy the same during widowhood, and, after her second marriage or death, to sell the same. The debts were all paid from the personal estate. With the consent of the widow, the lodge was subsequently ordered to be sold, and a contract entered into accordingly. The purchaser objected to the title. *Held*, that the trustees could not pass a valid title.—*Carlyon v. Truscott*, L. R. 20 Eq. 848.

2. An agreement was made for the sale of certain real estate, and the purchaser made a deposit. There was no agreement as to the forfeiture of the deposit in case of the contract failing through the purchaser's default. The purchaser became bankrupt, and the trustee in bankruptcy disclaimed the contract, and demanded the repayment of said deposit. *Held*, that the vendor was entitled to the deposit.—*Ex parte Barrell; In re Farnell*, L. R. 10 Ch. 512.

3. Land was bid off at auction to the defendant, who paid a deposit. One of the conditions of sale was, that, should the purchaser fail to comply with certain other conditions, his deposit-money should be forfeited to the vendor, who should be at liberty to resell; and if the price which should be obtained by the second sale should not be sufficient to cover the amount bid at the first sale, and all the expenses incidental to the first sale, the deficiency should be paid by the purchaser at the first sale. The defendant insisted on being present at the execution of the deed of conveyance by the vendor, whose mind had at one time been affected. This was refused, and the defendant declined to complete the purchase. The jury found that it was not reasonable to insist on the presence of the vendor at the completion of the purchase. There was no resale. *Held*, that the purchaser had no absolute right to insist upon the presence of the vendor at the completion of the purchase; but that whether it was a reasonable requirement or not, was a question for the jury in each case; and that the vendor was entitled to recover the auctioneer's and solicitor's charges for the abortive sale, and to retain the deposit-money.—*Essex v. Daniell*, L. R. 10 C. P. 538.

See GRANT, 2; VOLUNTARY SETTLEMENT.