Digest of the English Law Reports.

Stock Exchange.—*See* Negotiable Instrument.

Surety.—*See* Principal and Surety.

Tenant for Life.—*See* Devise, 3; Lease.

Tenement.—*See* Rent-Charge.

Title.—*See* Partition.

Trade-Mark.

1. H., a cigar-dealer in London, had a correspondent G. in Havannah, of whom he bought cigars H. employed an artist to design a label having a picture and motto upon it, and H. registered the label at Stationers' Hall. H. then wrote to G. requesting him to put this label upon the boxes of cigars he consigned to H., which G. accordingly did, adding the words "G., manufacturer of cigars, Havannah." G. subsequently sent boxes of cigars with said label upon them to his agents in England, and H. prayed an injunction restraining said agents from selling cigars with said label affixed. Injunction refused. There was no contract by G. that he would furnish any cigars to H., or that he would not furnish any cigars with said label to any one other than H.; and, as H. did not allege that he had any stock of said cigars on hand, it did not appear that he would be injured by G.'s selling cigars with said label to others. Moreover the label represented that said cigars were manufactured by G., as in fact they were; so that the public was not deceived nor H. injured.—*Hirsch* v. *Jonas*, 3 Ch. D. 584.

2. A word or combination of letters is not "a distinctive device, mark, or heading," within the Trade-Marks Registration Act, 1875, and cannot be registered as a trade-mark.—*Ex parte Stephens*, 3 Ch. D. 659.

Trader.—*See* Hotel-Keeper.

Trust.

1. A testator bequeathed £12,000 to two trustees upon trust to invest the whole, or such part as they thought proper, in the purchase of an advowson; and until J., the testator's son, should be presented to some benefice which should produce an annual income of £1,000 at least, or should die, upon trust to present some fit person to the benefice of which they should have purchased said advowson, and subject as aforesaid to hold said advowson in trust for J. and his heirs. And until said trustees made said investment, they were directed to invest and accumulate said sum for a period of twenty-one years from the testator's death, after which the income of said sum and its accumulations was to belong to J. And in case J. should die or be presented to a benefice as aforesaid before said trustees had purchased said advowson, said sum and its accumulations were to belong to J., his executors and administrators. Twelve years after the testator's death the trustees held said sum and its accumulations and had purchased no benefice. J. claimed to be entitled to the entire fund on the ground that he was the exclusive object of the trust. *Held*, that J. was not absolutely entitled to said fund.—*Gott* v. *Nairne*, 3 Ch. D. 278.

2. A trustee who had a life-interest in the trust estate committed breaches of trust by selling portions of the estate and applying the proceeds to his own uses, and subsequently went into bankruptcy. *Held*, that trustee's estate for life could not be appropriated to repairing the loss occasioned by said breach of trust as against the assignee in bankruptcy, who would take the trustee's legal estate as assets of the bankrupt. *—Fox* v. *Buckley*, 3 Ch. D. 508.

3. A testator, who held a trust fund secured by mortgage, devised his real and personal estate to his wife and her executors, administrators, and assigns, upon trust to leave the same in existing investments, or to sell and convert into money, and out of the proceeds to pay his debts and funeral expenses and certain legacies, and retain the income of the residue during her life; and subject as aforesaid, the remainder in trust for C. There was no express devise of trust estates. *Held*, that the mortgaged trust estate did not pass under the will.—*In re Smith's Estate*, 4 Ch. D. 70.

See Annuity, 3; Contingent Remainder; Lease; Legacy, 4; Priority, 3; Settlement, 4.

Vendor and Purchaser.

1. The plaintiff agreed to sell, and the defendant to purchase, certain freeholds and leaseholds, and by the terms of the agreement the defendant was not to investigate or make any objection in respect of the title to said freeholds prior to the year 1841. It was discovered before completion of the agreement that the defendant owned said freeholds subject to a leasehold interest in the plaintiff, and that part of the leaseholds belonged to the plaintiff in fee. The plaintiff filed a bill for specific performance of said agreement. *Held*, that said condition did not preclude the defendant from refusing to complete said agreement, as the parties had contracted under a mutual mistake as to their respective rights.—*Jones* v. *Clifford*, 3 Ch. D. 779.

2. D. agreed to purchase certain property specified in a written contract which did not contain any plan of the property; and at the same time D. signed a memorandum writtten on the back of a plan, as follows: "Plan of property sold to and purchased by D., 23d Oct., 1874. N. B.—The property included in the purchase is edged with red colour." *Held*, that said memorandum was sufficient to incorporate the plan in the contract, and that the description in the contract was controlled by the plan. *—Nene Valley Drainage Commissioners* v. *Duncley*, 4 Ch. D. 1.

See Bills and Notes, 1; Covenant; Partition.

Vested Remainder.—*See* Remainder, 2.

Vis Major.—*See* Act of God.

Water.—*See* Act of God.

Watercourse.—*See* Statute.

Will.

1. A testator executed a will and subsequently a codicil in duplicate, but the codicils bore different dates. One copy of the will and codicil was left by the testator at his banker's, and one copy he retained. Probate was granted of both wills and codicils, described as duplicates. *Held*, that evidence was admissible to show that the two codicils were not two distinct instruments, so as to give the legatee therein named cumulative legacies. *—Hubbard* v. *Alexander*, 3 Ch. D. 738.

2. A testator owning certain shares in different companies declared that the calls, if any, which might be or become due in respect of any shares constituting part of his personal estate, should be paid by the trustees of his will, out of the income and not out of the principal of his estate. The testator owned shares upon which calls were at the time of his death due, though not payable. *Held*, that such calls must be paid