

DIGEST OF ENGLISH LAW REPORTS.

Held, that the land was not converted into tillage.—*Dudman v. Vigar*, L. R. 6 H. L. 212; s. c. L. R. 7 C. P. (Ex. Ch.) 72; L. R. 6 C. P. 470; 6 Am. Law Rev. 304. 699.

TITHE.—See TILLAGE.

TREATY.—See EXTRADITION.

TRESPASS.—See DEDICATION; REPLEVIN.

TRUST.

1. If a trustee will not take proper steps to enforce a claim against a debtor to the trust fund, the remedy of the *cestui qui trust* is to file a bill against the trustee for the execution of the trust, or for the realization of the trust fund, and then to obtain the proper order for using the trustee's name, or for obtaining a receiver to use the trustee's name.—*JAMES, L. J.*, in *Sharpe v. San Paulo Railway Co.*, L. R. Ch. 597.

2. Before executing a deed of assignment of his property, a debtor had deposited with his solicitor a bill of exchange as security for charges. At the time the bill became due nothing was due the solicitor, who, however, retained the bill and brought suit upon it, but recovered nothing, in consequence of the acceptor's bankruptcy. The creditors charged the trustee of the debtor with a breach of trust in leaving the bill with the solicitor, instead of claiming it and making the best terms possible with the acceptor. *Held*, that there was no breach of trust.—*Ex parte Oyle. In re Pilling*, L. R. 8 Ch. 711.

3. Three trustees had power to appoint their successors in case any of their number became unable to act. One of the trustees became of unsound mind, though he was not found so by inquisition, the other trustees appointed a new trustee in his place. *Held*, that the power was properly exercised.—*In re East*, L. R. 8 Ch. 735.

4. H. held, as trustee for the defendants, certain certificates of stock in a railway company as registered proprietor thereof. Such stock was issued to registered proprietors, and it was never noticed on the face of the certificates that the proprietor was a trustee. H. obtained advances from R. on deposit of the certificates as security, with a written agreement to execute a valid mortgage and transfer of the stock when requested. The defendants discovered the fraud of H., and gave R. notice that H. had been trustee for them. R. thereupon obtained a transfer of the certificates to himself. *Held*, that under the circumstances R. was entitled to the stock.—*Regina v. Shropshire Union Co.*, L. R. 8 Q. B. (Ex. Ch.) 421; s. c. L. R. 3. Q. B. 704.

See EXECUTORS AND ADMINISTRATORS;
FRAUDS, STATUTE OF.

VESTED INTEREST.

A testatrix gave a sum of money, payable at the decease of A., to the brothers and sisters of S., to be equally divided among them, share and share alike, the said shares to be vested interests on the majority or marriage of each; and the income, in the event of A.'s death, in the meantime to be paid towards the maintenance of said legatees. There was no

gift over. Two of the legatees survived A., and died under age and unmarried. *Held*, that the share of said two legatees passed to their legal personal representatives.—*Simpson v. Peach*, L. R. 16 Eq. 208.

See LEGACY, 2.

VOTE.

By statute, a person rated in respect of distinct premises in two or more wards shall be entitled to vote in such of said wards as he shall select, but not in more than one. A burgess on the roll for two wards voted first in one ward and immediately after in the other ward. *Held*, that by voting in the first ward the burgess made his selection, and that the fact of his voting afterward in another ward could not vitiate his previous vote.—*Regina v. Harrald*, L. R. 8 Q. B. 418.

WAIVER.—See ARBITRATION; SOVEREIGN PRINCE.

WARRANTY.—See CHARTER-PARTY, 1.

WAY.

P., the owner of an inn with a passage-way to the same from the street, agreed with M., an abuttor, to change the direction of the passage-way. M. accordingly conveyed to P. a small piece of land between said inn and the new passage-way, and granted to P., his heirs and assigns, "rights of way and passage at all times and for all purposes over a passage intended to run between the land conveyed and said street." The plaintiff, the lessee of the inn, brought a bill against M. and his tenants, alleging that some of the defendants, but which of them the plaintiff could not discover, blocked up the passage with carts and machinery for loading and unloading goods. *Held*, that the right of way was not a right in gross, but a right appurtenant, and passed to the plaintiff; that it was not necessary for the plaintiff to show what share each defendant had in causing the obstructions, and that an injunction should be granted.—*Thorpe v. Brumfitt*, L. R. 8 Ch. 650.

See DEDICATION.

WILL.

1. A testator, having made a will and codicil, made another codicil, in which he stated his desire to cancel said will, and that a previous will should stand as his last will. The only previous instrument of the testator was a settlement on his marriage. *Held*, that said will was revoked whether the settlement could be incorporated in the probate or not.—*In the Goods of Gentry*, L. R. 3 P. & D. 80.

2. A testator's will had been originally engrossed on fifteen sheets of paper by a law stationer, with blanks for legatees and legacies, which were filled up by the testator. The fourth sheet had been removed, and replaced by one in the handwriting of the testator, but the original had been preserved. The number of the sheet incorporated in the will had been altered from seventeen to four. On the sixteenth sheet a codicil had been written by the testator, and on the eighteenth