property in it.—*Playford* v. *United Kingdom Electric Telegraph Co.*, L. R. 4 Q. B. 706.

Tenancy in Common—*See* Partition.

Tenant for Life and Remainder-man.

The obligation of the tenant for life of an estate subject to encumbrances, to keep down interest on the encumbrances, exists only as between him and the remainder-man, and not as between him and the encumbrancers.—*In re Morley*, L. R. 8 Eq 594.

See Appointment—Costs, 1, 2.

Tender.

The defendant in a cause may, by act in court, tender a sum of money in satisfaction of the plaintiff's claim, and reserve the question whether he is liable to pay costs.—*The Hickman*, L. R. 3 Ad. & Ec. 15.

An injunction was granted against the imitation of a trade-mark of linen thread, by which the thread, although not patented, was called "patent thread." it being sworn that that was the designation used on a certain class of thread by the trade, irrespective of its being patented.—*Marshall* v. *Ross*, L. R. 8 Eq. 651.

Trust.

1. The acceptor of a bill paid the amount to his bankers in order to meet it, but died indebted on his general balance on the day the bill matured, and the bankers dishonored it. The drawer, having been forced to pay it, brought a bill to compel the bankers to make good the amount, as having received money in trust for the purpose. *Held*, that there was no privity between the plaintiff and defendants, and the bill was dismissed.—*Hill* v. *Royds*, L. R. 8 Eq. 290.

2. A trustee, who had committed a breach of trust, died in 1847, leaving real and personal property to his widow for life, remainder to his two sons. The widow proved the will, but refused to take steps which it was her duty to take to make good the breach. She died in 1865, and her sons, who had notice of the breach of trust, took out administration to her, and received the property left by their father. *Held*, that the assets of the father, in the sons' hands, were liable to make good the breach of trust; that lapse of time was no defence; and that the father's estate was sufficiently represented in the suit.—*Woodhouse* v. *Woodhouse*, L. R. 8 Eq. 514.

See Appropriation of Payments; Charity; Company, 2, 3; Contract, 1; Costs, 1, 3; Equity Pleading and Practice, 1; Foreign Office; Minister; Mortgage, 1; Priority; Vendor and Purchaser of Real Estate; Will, 12, 13.

Ultra Vires—*See* Bank; Company, 1, 2, 3; Railway, 3; Voluntary Association.

Vendor and Purchaser of Real Estate.

1. At a sale by auction, the property sold was stated to contain "753 square yards, or thereabouts," whereas it contained about 573. By the conditions of sale, if any error, &c., in the particulars should be discovered, no compensation was to be allowed in respect thereof, and the right to rescind the contract was taken away. *Held*, that compensation for so large a deficiency was not excluded; and it was allowed.—*Whittemore* v. *Whittemore*, L. R. 8 Eq. 603.

2. A. agreed to buy land in fee of B, supposing him alone to own the same. In fact B. had an estate *pur autre vie*, and C., B.'s wife, the remainder in fee. D., without notice of A.'s contract, took a conveyance of said land from B. and C. *Held*, that A. was entitled to a conveyance of B.'s interest, and to compensation for C.'s interest.—*Barnes* v. *Wood*, L. R. 8 Eq. 424.

See Damages, 1; Railway, 3.

Vendor's Lien—*See* Railway, 3.

Venire de Novo.

After a prisoner had been tried on a good indictment, and by a competent tribunal, and had been convicted of a capital felony, and the judgment entered upon the record, the Supreme Court of New South Wales ordered a *venire de novo*, upon an affidavit that one of the jury had told the deponent that, pending the trial and before verdict, the jury had access to newspapers which contained a report of the trial as it proceeded, with comments thereon. *Held*, that in a case of felony, like the above, the court could not grant a *venire de novo*, and that if they could, the evidence did not justify their doing so.—*The Queen* v. *Murphy*, L. R. 2 P. C. 535.

Voluntary Association.

A court of law will not interfere with the rules of a voluntary association, unless to protect some civil right or interest which is said to be infringed by their operation. On this principle, a civil suit by a clergyman of the Scotch Episcopal Church, to set aside certain canons passed by a general synod in 1863, and now alleged to be *ultra vires*, was dismissed, no damage being proved to the court to have accrued.—*Forbes* v. *Eden*, L.R. 1 H.L. Sc. 558.

See Minister.

Voluntary Conveyance.

A married woman of middle age and infirm