

L. C. JAMES V. HOLMES.

*Trustee—Constructive trust—Money advanced by a woman to a man during co-habitation—Bill for an account—Interest—Maintenance.*

A and B co-habited together. A having money of her own advanced the same to B upon trust, as she alleged, for her benefit. B invested the money in the purchase of leasehold property. After living together for ten years, B put an end to the connection. A filed her bill, seeking to charge B as a trustee with the moneys received by him on her account. B admitted the advance of the money and its application, but denied the trust.

*Held*, that the denial in this answer did not displace the allegations in the bill; that the fiduciary relation existed between them and that B was liable to account to A, for the moneys received by him, with interest at five per cent. and that he was not entitled to any allowance for the maintenance of the woman during co-habitation, nor for that of their illegitimate child.

L. C. NORTCLIFFE V. WARBURTON.

*Lien in respect of costs—Sale of land after decree and before registry.*

By a decree, W was ordered to pay defendants costs of a suit. After the decree, but before taxation or registry, W sold his real estate, which was the whole of his property, to I, who had notice of the suit. The purchase money was received by A, who was W's solicitor, and who retained a considerable part of it to pay his costs in the suit.

On a bill filed by the defendant in the former suit against W, A and H, seeking to set aside the sale and to charge the costs on the estate,

*Held* (reversing a decision of V. C. Stuart,) that the sale was not fraudulent within the statute of the 13 of Elizabeth, and that the decree not having been entered pursuant to the provisions of the 1 and 2 Vic. c. 110, s. 19, till after the sale, the court has no jurisdiction to make the costs of the former suit a lien on the estate.

V. C. K. PARSONS V. COKE.

*Will—Construction—Accumulations—Maintenance.*

Where there is a gift of a fund to a class for life, and a direction to accumulate, and after their decease equally between such of their respective issues as shall survive them, and attain twenty-one, that being a gift of capital, no part of it can be applied for their maintenance; although it might be so applied or the accumulations intercepted, in case there was no gift over.

V. C. S. JESSOP V. BLAKE.

*Divorce—Post nuptial Settlement.*

The plaintiff by a post nuptial settlement, appointed and conveyed certain property to trustees upon trust for herself for life, for her separate use, and after the decease of herself or her husband upon trust, if she should survive him, for her heirs, executors, administrators, and assigns: and if he should survive her, then she should appoint, and in default of appointment to those who would have been entitled under the statute, had she died unmarried. She obtained a divorce. On a bill filed by her, during the husband's lifetime, the court ordered the trust moneys to be transferred to her.

V. C. W. HOOPER V. GUNN.

*Production of documents—Agent—Plaintiff residing abroad.*

Letters written by a party to a suit, resident abroad, to his agent in England, for the purpose of being communicated to his legal advisers in this country, will be protected from production, as also letters between the solicitors and the agent; it not being necessary that a party resident abroad should communicate directly with his solicitor in England. But *quære* as to letters from the agent to the principal, not stated to have been written in consequence of any communication with the solicitor.

L. C. TWYNAM V. HUDSON.

*Agreement—Advance of part only of sum agreed to be advanced—Lien.*

M having contracted to construct a railway, and being in want of money, applied to H to advance him £60,000, which he agreed to do, and by a memorandum, in consideration of H advancing that sum, M agreed to cede to him one-third of the profits to be derived from the contract, and proposed that the contract should be a security for the same, and agreed that he should sign an agreement on the terms therein referred to. In the transactions which followed, M failed to fulfil his engagement, but advanced certain sums, for less than the stipulated amount, for the payment of a part only of the bills which he had accepted for H, others of which he never paid. The plaintiff, who had taken an assignment from H, of his interest under the memorandum, filed a bill, praying an account of the money so received by M, from H, and that it might be a charge on the profits of M's contract.

*Held*, (reversing a decision of V. C. Stuart,) that as the agreement had not been fulfilled, neither H nor the plaintiff as H's assignee, was entitled to any benefit from it in a court equity.

L. C. PARSONS V. HAYWARD.

*Partnership—Articles—Continuation of business after expiration of term—Account of profits.*

Where a partnership business for a term is carried on after the expiration of the term, although either party may put an end to the relation in the manner prescribed by articles, yet if nothing is done to mark a dissolution and to render it effectual, and the business is carried on without variation, the law infers an agreement that the relation shall continue on the footing of the antecedent contract.

A and B were partners for a term of seven years under articles which provided that the business should be carried on in the name of B, who should reside at the business and act as managing partner, and that at the expiration of the term the assets should be realised, sold, and divided. After the seven years had expired, the business was carried on by B, as before, the capital of A still remaining in it, B having claimed the whole profits since the expiration of the term, A filed his bill for a dissolution, and the usual accounts upon the footing of the partnership articles.

*Held*, that as B had continued the business after the expiration of the term, and as neither party had done any act which implied any disclaimer of the tacit agreement imputed by the law from the contract of the parties, that the partnership should continue, the plaintiff was entitled to an account and to his share of the profits upon the footing of the partnership articles, from the expiration of term to the time when the business was sold.

L. J. RE PANTREGUINEA FUEL COMPANY. (Limited)

*Statute of frauds—Agreement not to be performed within a year.*

C contracted with P to take a certain amount of coals daily, on certain terms, for three years. Before the expiration of two years C transferred his business to P. F. C.; and P continued to supply coals to P. F. C. on the same terms as had been supplied to C, but no agreement in writing was entered into between P. and P. F. C.

*Held*, that a new contract must be implied between P. and P. F. C. and as it could not be performed within a year, it was within the statute of frauds.

M. R. RICHARD V. ROBSON.

*Will—Construction—Charity—Gift to keep tombs in repair—Perpetuity.*

A gift to the churchwardens of a parish of a sum of money to be invested in government or real securities, and the interest applied in keeping up the tomb of the testatrix herself, and also those of a number of her relations, was held void, as tending to a perpetuity.

Such a gift is not charitable within the meaning of the statute of Elizabeth.