

DIGEST OF ENGLISH LAW REPORTS.

STATUTE OF LIMITATIONS.—*See* LIMITATIONS, STATUTE OF.
SURETY.

1. A debtor executed an assignment for the benefit of creditors, the assignees to carry on the debtor's business and pay the creditor's debts ratable out of all moneys received. The creditors executed a release with a proviso reserving their rights against sureties. *Held*, that the release operated merely as a covenant not to sue, and did not extinguish the debts, and that the rights against sureties were preserved.—*Bateson v. Gosling*, L. R. 7 C. P. 9.

2. A principal on a note paid the amount of the same by way of fraudulent preference to the payee, who was innocent of the fraud, and who on notice thereof repaid the amount to the trustees for creditors. *Held*, that said payment did not discharge the surety.—*Petty v. Cooke*, L. R. 6 Q. B. 790.

See BANKRUPTCY, 1.

SURRENDER.—*See* COMPANY, 2; DEVISE, 2.

SURVIVORSHIP.—*See* BEQUEST, 2.

TAX.—*See* STATUTE.

TENANT AT SUFFERANCE.—*See* LIMITATIONS, STATUTE OF, 2.

TENANT AT WILL.—*See* LIMITATIONS, STATUTE OF, 2
TENANT FOR LIFE.

A testator devised estates to the plaintiff for life without impeachment of waste, with remainder over. His personal estate to be sold and invested in land upon the same trusts. The plaintiff applied to the court to order that the purchase-money of said personal estate and of real estate sold, should be applied to reimbursing him for improvements on the mansion-house; for further repairs and additional rooms to be made in the same; for new cottages and for rebuilding a public-house on the estate. The remainder-men objected. *Held*, that sums already expended could never be repaid unless constituting a charge upon the inheritance, which was not the case here; that the court had jurisdiction to order the same if the remainder-men objected; and that outlays in repairing could not be sanctioned, as it was the duty of the tenant for life to keep up the buildings, although he was by law dispensable for waste.—*In re Leigh's Estate*, L. R. 6 Ch. 887.

See BEQUEST, 2, 6.

TENANT IN COMMON.—*See* ADVERSE POSSESSION; BEQUEST, 11; DEVISE, 3; JOINT TENANCY.

TENDER.—*See* SALVAGE, 1.

TITLE.—*See* EQUITY OF REDEMPTION; LANDLORD AND TENANT; TROVER.

TORT.

A judgment in an action against one of two joint tort-feasors, without satisfaction, is a bar

to an action against the other for the same cause.—*Birnsmead v. Harrison*, L. R. 6 C. P. 584
TROVER.

A judgment in trover without satisfaction does not vest the property in the defendant.—*Birnsmead v. Harrison*, L. R. 6 C. P. 584.

TROVER.

1. B. by deed transferred a debenture to three persons with no declaration of trust. Shortly before, B. had written to his solicitor, naming said persons as trustees and stating the trust of a proposed settlement of the debenture to be "for my niece M. and her children." *Held*, that a trust was sufficiently declared for M. for life, remainder to her children as joint tenants.—*In re Bellasis' Trust*, L. R. 12 Eq. 218.

2. Trustee who lost the trust fund by the fraud of their solicitor, to whom the fund was intrusted for investment in a mortgage, were held liable for the loss.—*Sutton v. Wilders*, L. R. 12 Eq. 373.

See BEQUEST, 1; DEVISE, 2-5; EQUITY, 1; EXECUTORS AND ADMINISTRATORS, 1; INSURANCE, 2; REVERSIONARY INTEREST; SECURITY; SETTLEMENT, 1, 2.

ULTRA VIVES.

1. By articles of association of a telegraph company its directors had power to sell the line. Three directors constituted a quorum for the transaction of business at any meeting. Two directors wrote a letter agreeing as directors to pay to the plaintiff 25 per cent. if he sold the line on certain terms, and to sign a legal obligation to such effect when called upon, and get the signatures of their co-directors to the same. The letter was sent to another director, who returned it signed by himself and another. The sale was effected, and adopted by the company. *Held*, that the above agreement was not *ultra vires*; and that three directors having concurred, it was unnecessary that they should have actually held conference in assembly together. The 25 per cent. was allowed the plaintiff.—*In re Bonelli's Telegraph Co.*, L. R. 12 Eq. 246.

2. The objects of a society by its certified rules were to purchase real or leasehold estate, and to erect buildings thereon. Said rule contained no power to borrow, but an additional rule was adopted allowing the directors to borrow for the purposes of the society. D. lent to the society money which was lent by the directors to another building society. *Held*, that borrowing for such purposes was *ultra vires* of the directors, and that D.'s claim could not be enforced against the company.—*Davis's Case*, L. R. 12 Eq. 516.

See SECURITY.