

## DIGEST OF ENGLISH LAW REPORTS.

**SOLICITOR.**—See CONFIDENTIAL RELATION.

**SPECIFIC PERFORMANCE.**—See PARTNERSHIP;  
RAILWAY; VENDOR AND PURCHASER.

**STATUTE.**

1. The 6 & 7. Wm. IV. cap. 37, enacts that bread shall be sold by weight, and in case any baker "shall sell or cause to be sold bread in any other manner than by weight," such baker shall pay a fine. H. was a baker, and in making a 3½ lb. loaf, used to put 4 lbs. of dough into the oven, but did not weigh it after baking. Six of such loaves sold by him, were found to weigh on an average not more than 3½ lbs. each. Upon these facts he was convicted. *Held*, that the conviction was right, the bread never having been weighed.—*Hill v. Brown*, L. R. 458.

2. By 3 Geo. IV. cap. 126, sec. 41, if any person shall leave upon any turnpike road any horse, cattle, beast or cart, or whatsoever, by reason whereof the payment of any tolls or duties shall be avoided or lessened, he shall pay a fine. S. was driven by his coachman in a waggonette more than a quarter of a mile along a turnpike road to within about 140 yards of the turnpike gate, and he then got out and walked through the gate to a railway station, which was about 100 yards beyond; the waggonette was driven back by the coachman. *Held*, that "leaving" a carriage, in the sense of the statute, did not mean "quitting" it, and that the conduct of S. was not within the statute.—*Stanley v. Morlock*, L. R. 5 C. P. 497

See BURDEN OF PROOF; FOREIGN ENLISTMENT; FRAUDULENT CONVEYANCE

**TENANCY IN COMMON.**—See PARTITION.

**TESTAMENTARY CAPACITY.**

A testator was subject to two delusions, one that a man, who had been dead for some years, pursued and molested him, and the other that he was pursued by evil spirits, whom he believed to be visibly present. It was admitted that at times he was so insane as to be incapable of making a will. *Held*, that the existence of a delusion compatible with the retention of the general powers and faculties of the mind, will not be sufficient to overthrow the will, unless it were such as was calculated to influence the testator in making it.—*Banks v. Goodfellow*, L. R. 5 Q. B. 549.

**TITLE.**—See VENDOR AND PURCHASER, 2, 3.

**TROVER.**—See ATTORNEY.

**TRUST.**—See CHARITY, 1; WILL.

**USAGE.**—See CONTRACT, 3.

**VENDOR AND PURCHASER.**

1. Husband and wife agreed to convey real estate of the wife; the wife afterwards refused

to convey. *Held*, that as the purchaser knew it was the wife's estate, the husband could not be compelled to convey his partial interest, and submit to an abatement of the price.—*Castle v. Wilkinson*, L. R. 5 Ch. 534.

2. The defendants sold by auction to the plaintiff a lot of land containing limestone and freestone; the conditions of sale provided that "if any objection or requisition be delivered and persisted in, the vendor shall be at liberty to rescind the contract." On returning the deposit; and that if there should be any mistake in the description of the property or the vendor's interest, it should not vacate the sale, but a compensation should be made. The lot was found to be subject to the right of the lord of the manor to the mines and minerals thereunder, and the plaintiff claimed compensation therefor; the defendants refused, and the plaintiff persisting in his claim, they rescinded the contract and returned the deposit. *Held*, that under the conditions of sale, the defendants were at liberty to rescind the contract.—*Mawson v. Fletcher*, L. R. 10 Eq. 312.

3. An agreement between the plaintiffs and defendant for the sale of a piece of land, provided that the purchaser should send in writing to the vendors within a limited time all his objections and requisitions in respect of the title; and that in this respect time should be of the essence of the contract, and in default of such objections and requisitions, and subject only to such, the purchaser should be deemed to have accepted the title. Requisitions were sent to the vendors within the time, and disputes arising, a suit for specific performance was brought by the vendors. *Held*, that the purchaser was precluded by the agreement, from taking, under the inquiry, objections other than those taken within the specified time.—*Upperton v. Nickolson*, L. R. 10 Eq. 228.

See CONFIDENTIAL RELATION.

**VOLUNTARY CONVEYANCE.**—See FRAUDULENT CONVEYANCE, 1.

**WARRANTY.**—See NEGLIGENCE, 7.

**WAY.**

A foot-path along the top of the river wall, which is maintained by the commissioners of sewers for the purpose of keeping out the water of the Thames from the marsh lands, had been used by the public without interruption from time immemorial. *Held*, that there was nothing in the river wall necessarily inconsistent with the user of a foot-path at the top.—*Greenwich Board of Works v. Maudslay*, L. R. 5 Q. B. 397.