

**JURISDICTION—Continued.***See* APPEAL, 5.

CONCURRENT JURISDICTION.

GUARDIAN AND WARD.

PRACTICE IN CHANCERY, 28.

LIMITATIONS, STATUTE OF, 2.

**LANDLORD AND TENANT.***See* CONSTITUTION OF STATUTES, 3.**LAPSE OF TIME.**

1. A decree or order, after delay or lapse of time cannot be set aside, except upon very strong grounds. *Barry vs. Barry*, 20.
2. The order sought to be set aside, was passed on the 18th of November, 1844, and no objection is made until August, 1846. **HELD**—That upon the ground of delay alone, there would be great difficulty in granting relief against the order, even if the merits were with the petitioner. *Ib.*
3. A proceeding against an innocent purchaser, to set aside a patent, forty-seven years after its date, and forty-five years after the patentee had sold and conveyed the land to such purchaser, cannot receive the countenance of a court of equity. *Buckingham vs. Dorsey*, 31.
4. The statute of limitations does not apply to the wife's remedy by action, for her dower, though it does not follow, that lapse of time may not operate as a bar to a bill for an account. *Kiddall vs. Trimble*, 144.

**LEASES.**

1. A lease for ninety-nine years, renewable forever, is a mere chattel interest, and not such an estate in lands, from which dower can be claimed. *Spangler vs. Stanler*, 36.
2. Leases containing covenants, on the part of the lessor, to convey the fee simple to the lessee, when requested so to do, cannot be made to operate as a conveyance by *lease* and *re-lease* at common law. *Ib.*

*See* DOWER, 1. 3.**LEGACY.***See* INTEREST ON LEGACY.

WILL AND TESTAMENT, 9.

**LIABILITY OF CORPORATIONS ON TRANSFERS OF THEIR STOCK.**

1. If there be no fraud or collusion, the bank and not the transferee must abide the loss, if a loss be sustained by any act of the proper officer of the bank, in the transfer of its stock, arising either from a misconception of his duty or a want of judgment. *Albert and wife vs. Savings' Bank*, 407.
2. Where the entry on the transfer book, displays the origin, nature, and character of the trust, and who were the beneficiaries, it was **HELD**—That the bank had notice of the trusts with which the stock was clothed and would be responsible if it permitted a transfer to be made by other persons than the trustees, who alone were authorized to make it. *Ib.*
3. In such case, if the trustees themselves should offer to transfer, under circumstances calculated to excite suspicion that they were about to abuse their trust, the bank would be bound to institute the necessary