

SURCHARGING AND FALSIFYING ACCOUNTS—*Continued.*

was assumed to be correct, the complainant will be allowed to surcharge and falsify such account, to the extent of the errors specified in his bill, independently of the question of fraud, actual or constructive. *Williams vs. Savage Manufacturing Company*, 306.

2. The court is to take the account as stated, and the *onus probandi* is upon the party having liberty to surcharge and falsify, and he will be restricted to proof of error specified in his bill. *Ib.*
3. When the accounts upon which the settlement was based, were presented to the complainant, he was deprived of much of his mental capacity, and incapable of giving them that examination which was indispensable to their full comprehension. **HELD—**

That under these circumstances, it was the duty of the court, if errors were pointed out, to permit the plaintiff to surcharge and falsify the accounts, though the settlement based upon them was regarded as a family settlement, which the court will usually uphold with a strong hand. *Ib.*

TENANCY IN COMMON.

See WILL AND TESTAMENT, 2.

TRANSFER BY OPERATION OF LAW.

1. Where the administrator of an executor takes out, jointly with another, letters of administration *de bonis non*, on the estate of the testator, he does not exclusively represent both estates, and, consequently, there can be no transfer, by operation of law, of the property in his hands as administrator to him as administrator *de bonis non*. *Thomas vs. Wood*, 297.
2. Where a final account has been passed, or the time limited by law for the settlement up of an estate has elapsed, and the same person who is executor or administrator, is also guardian to the parties entitled to the surplus, the law will adjudge such surplus, in his hands in that character in which his duty requires he should hold it. *Estate of Edward Williams*, 25.
3. The transfer in such case is effected by operation of law, and requires no act of the party himself. *Ib.*
4. This principle does not apply to a trustee appointed under a decree of the Court of Chancery to sell property where no *time* is fixed by law for the completion of his trust. *Ib.*

TRANSFER OF STOCK.

1. The mere addition of the word "*trustee*" to the name of the person who appears on the books of a corporation as the stockholder, with nothing to indicate the character of the trust, or the party beneficially interested, will not deprive him of the legal capacity to transfer the stock, though by so doing, he may commit a breach of trust. *Albert and wife vs. Savings Bank et al.*, 407.

See LIABILITY OF CORPORATIONS ON TRANSFERS OF THEIR STOCK.

TRESPASS.

1. Courts of equity will interfere by injunction, even as against trespassers, if the acts done, or threatened to be done, to the property, would be