should die in his lifetime, leaving children, they should take the share they would have received if their parent had survived the testator. *Held*, that the gift over on failure of issue of a tenant for life was to the testator's children or to their children living at the time when the gift over took effect.—*Cooper* v. *Macdonald*, L. R. 16 Eq. 258.

4. A testator devised his real estate in strict settlement with a proviso that during the minority of any person who should become tenant for life the trustees of the settlement should accumulate the rents, and should invest such accumulations and interest thereon at certain periods in the purchase of lands to be settled to the same uses. *Held*, that the court could not authorize laying out any portion of said accumulations in necessary repairs and improvements of the estate.—*Brownskill* v. *Caird*, L. R. 18 Eq. 493.

5. A testator gave his real and personal estate in trust to convert both into money and from the proceeds pay certain legacies, and to hold the residue of his said personal estate so converted into money as aforesaid in trust to pay the income to his four natural children until they should respectively attain the age of twenty-one, and when they should attain that age, upon trust to transfer the said residue of his personal estate unto said children in equal shares as tenants in common. *Held*, that under the residuary clause the proceeds of the real estate passed, and that the share of a child who died under twenty-one lapsed and would, as regards the real estate, go to the testator's heirs-at-law, and, as regards the personal estate, go to the testator's next of kin.—*Spenser* v. *Wilson*, L. R. 16 Eq. 501.

6. A testator devised certain estates upon trust for his daughter E. for life, remainder to the use of E.'s husband W. for life, remainder to trustees for 1000 years to raise portions for younger children of E. and W., remainder subject to said term to the eldest and other sons of E. in tail male. The testator then directed that in case said E. and W or either of them should, during their lives or the life of the survivor of them, advance or pay any sum of money for the use of any younger child for whom a portion was provided, then such sum should be taken in full or part satisfaction of the portion to which such child would have been entitled under the will, unless said E. and W. or the survivor of them should direct to the contrary by a deed sealed and attested. E. and W had several children, of whom one, J., was of weak mind. E., W., and their eldest son covenanted together that if the share of J. devolved upon any of them, they would divide it among the younger children of E. and W. J. died, and her portion devolved upon W., and in accordance with the above covenant passed to the younger children. W. survived his wife, and died, bequeathing shares of his personal estate to his younger children. *Held*, that said younger children's portions taken under the will of the first testator were not to be diminished by the sums received under the above covenant or under W.'s will.—*Cooper* v. *Cooper*, L. R. 8 Ch. 818.

See Appointment, 1; Election; Executors and Administrators, 2; Illegitimate Children; Legacy; Lex Loci; Marshalling Assets; Mortgage, 3; Settlement, 4; Trust, 3, 5.

Domicile.—*See* Lex Loci.

Easement.—*See* Party-wall.

Election.

A testator gave a legacy to his widow for life or until her second marriage, charged upon part of his freehold and copyhold hereditaments, with a direction that she should occupy his mansion-house and enjoy the rents of a portion of the property. The testator then devised his real estate specifically, and gave to his trustees powers of management and leasing. His real estate consisted chiefly of customary lands, out of which his widow was entitled to freebench, but in no instance in these manors had a widow ever been admitted or her freeholds been set out by metes and bounds. *Held*, that the widow was put to her election. *Thompson* v. *Burra*, L. R. 16 Eq. 592.

Elegit.—*See* Priority, 2.

Eminent Domain.—*See* Tenant in Tail.

Equitable Mortgage.—*See* Mortgage, 2.

Equity.—*See* Arbitration, 1; Company, 1, 3; Injunction; Railway, 1; Trust, 4.

Estoppel.

A tenant by the curtesy of certain estates devised the same to A. for life, remainder to B. in fee. A occupied the premises without interference by the heir entitled to the estates for more than twenty years, and then conveyed to C., who entered after A.'s death. *Held*, that B. was entitled to the estates, inasmuch as A., who had entered into and enjoyed the estates under said will, was estopped from asserting that said will was void and that she, A, had acquired title by twenty years' possession.—*Board* v. *Board*, L. R. 9. Q. B. 48.

Evidence.

1. Testimony by the maker of a promissory note given to a payee, since deceased, that the note was given merely for the purpose of securing payment of interest upon a sum advanced by the payee, even if legally admissible, should be wholly disregarded.—*Hill* v. *Wilson*, L. R. 7 Ch. 883.

2. By statute a railway company, with whose line a junction is effected, may erect signals at such junction, and the expense thereof is to be repaid by the company making the junction. Such a junction was made by the defendant with the plaintiff, who, to prove payment for signals erected, stated that a cheque had been sent the person erecting the signals; and it was also proved that said latter person received the cheque and sent a receipt. *Held*, that said receipt was admissible in connection with the other facts to prove payment.—*Carmarthen & Cardigan Railway Co.* v. *Manchester & Milford Railway Co.*, L. R. 8 C. P. 685.