"the issue of children take without regard to the question whether they (the issue) do or do not survive the parent, if any issue survive the parent." *Dictum* of KINDERSLEY, V. C., in *Lanphier* v. *Buck* (2 Dr. & Sm. 499), disallowed. *In re Smith's Trusts*, 7 Ch. D. 665.

3. A testator devised copyholds held of the manors of Y., U., and I., to trustees, to the use of A. for life, remainder to the trustees to preserve contingent remainders, remainder to the use of A.'s children and their or his heirs, remainder to testator's grandson S. for life, remainder to the trustees to preserve contingent remainders, remainder to S.'s children, the plaintiffs. By a custom of the manors of Y., U., and I., the tenant can hold for life only, with power to nominate, by will or by deed, his successor or successors; and, if he nominates more than one, the survivor may nominate his successor. In a codicil, the testator, after stating that it had been found that his said copyhold estates were within the manors of U. and I., directed that the trustees should hold his said estates situated in those manors for the trusts of the will, so far as the customs of said manors would permit. But if the said customs forbade the "entails" made in the will, then the said A. and his nominees or successors should hold the said copyholds according to said customs. A. was admitted tenant of the copyhold of Y., and died without issue, having nominated the defendant B. his successor. The trustees were never admitted as tenants; one of them survived, and was made a defendant in the suit. *Held*, that under the will, the trustees, and not A., ought to have been admitted as tenants of the copyholds held of Y.; that the limitations in the will were equitable interests, and were valid; and that A., having been admitted as tenant, held only as *quasi* trustee for the parties beneficially interested, and that the defendant B. was accountable to the plaintiffs for the rents and profits of the copyhold of Y. since her admission thereto.—*Allen* v. *Bewsey*, 7 Ch. D. 453.

4. Devise of thirteen houses, a garden, and a pew in a church to testator's four sons, in equal shares, "to have and to hold subject to the following conditions: It is my will and desire" that the houses be not disposed of or divided without the consent of the four sons, their heirs or assigns; that the garden be sold, if necessary, to meet contingent expenses; that, "until the before-mentioned distribution is made," the income shall come into one fund, and be divided among the sons; that, if there should be no "lawful distribution" during the life of the sons, the property should go to their issue, and if any of the sons died without issue, such son's widow should have the income during widowhood, and afterwards "it" should "devolve" to the survivors of the other sons, *i.e.* to testator's grandchildren, their heirs and assigns, share and share alike. The four sons were made residuary legatees, absolutely. *Held*, that the sons took absolutely as tenants in common in fee, and the executory devise to the children was void.—*Shaw* v. *Ford*, 7 Ch. D. 669.

DISCRETION.—See POWER.

DISTRIBUTION.—See PERPETUITY; WILL, 2.

DOMICILE.

J. M., born in Scotland in 1820, went to New South Wales in 1837, and carried on the business of sheep farmer. In 1851, he bought land in Queensland, and lived there regularly till four months after his marriage, in 1855. After a three years' visit to England, he lived three months on his land in Queensland, then three months at a hotel at Sydney, New South Wales; then in a house there, which he leased on a five years' lease. Then he built an expensive mansion-house at Sydney, in which his family resided till his death in 1866. He lived there, except when away in Queensland on business or political duties. He died suddenly in Queensland, and at his request was buried there. *Held*, that he had lost his Scotch domicile, and his domicile in Queensland, and at his death had his domicile in New South Wales.—*Platt* v. *Attorney-General of New South Wales*, 3 App. Cas. 336.

See MARRIAGE.

DORMANT PARTNER.—See PARTNERSHIP.

EASEMENT.

Two houses, belonging respectively to plaintiff and defendant, had stood adjoining each other, but without a party-wall, for a hundred years. More than twenty years ago, the plaintiffs turned their house into a coach factory, by taking out the inside, and erecting a brick smoke-stack on the line of their land next the defendants, and into which they inserted iron girders for the support of the upper stories of the factory. In excavating for a new building on the site of the old one, which the defendants had removed, they left an insufficient support for the smoke-stack, and it toppled over, carrying the factory with it. The defendants were not guilty of negligence in excavating. *Held* (LUSH. J., diss.), that the defendants were not liable.—*Angus* v. *Dalton*, 3 Q. B. D. 85.

See ANCIENT LIGHTS.

EQUITABLE ESTATE.—See DEVISE, 1, 3.

ESTATE TAIL.—See COURTESY.

EVIDENCE.—See CONTRACT; NEGLIGENCE; WILL, 1.

EXCHANGE, BILL OF.—See BILLS AND NOTES.

EXECUTORY DEVISE.—See DEVISE, 1, 4.

FIRE INSURANCE.—See INSURANCE, 1.

FIXTURES.

A trustee in bankruptcy executed a disclaimer of a lease vested in the bankrupt. *Held*, that he was not entitled, months after the adjudication, to remove the tenant's fixtures, although he was in possession of the premises.—*Ex parte Stephens. In re Lavies*, 7 Ch. D. 127.

FOREIGN EXCHANGE...See BILLS AND NOTES, 5.

FRAUD.—See ANTICIPATION; TRUST, 2.

FREIGHT.—See RAILWAY.

GUARANTY.

The wife of C., a retail trader, possessed of property in her own right, gave the plaintiff, with whom C. dealt, the following guaranty; "In consideration of your having, at my request, agreed to supply and furnish goods to C., I do hereby guarantee to you the sum of £500. This guaranty is to continue in force for the period of six years and no longer. *Held*, reversing the decision of FRY, J., that the guaranty did not cover sums due for goods supplied before its date, but was limited to goods sold after its date to the value of £500. *Morrell* v. *Cowan*, 7 Ch. D. 151; s. c. 6 Ch. D. 166; 12 Am. Law Rev. 501