

DIGEST OF ENGLISH LAW REPORTS.

debts. *Held*, that the testator's debts were charged upon the corpus of the estate; the uncles desired to sell the real estate; while C. desired to mortgage it, to raise money to pay said debts. The court declared that the wishes of those who came first in order of taking ought first to receive the attention of the court, and ordered the real estate to be sold, giving C. liberty to bid.—*Metcalf v. Hutchin-son*, 1 Ch. D. 591.

6. A testator devised his real and bequeathed his personal estate to trustees in trust to sell and to dispose of the moneys arising therefrom, after payment of debts and certain legacies, according to the trusts "hereinafter declared concerning the same;" and he gave his trustees power to postpone sale of his estate, and to let unsold real estate; but he declared, that, from the time of his decease, his unsold real and personal estate should be subject to the trusts afterward declared concerning said moneys, and that the rents should be deemed annual income, and that the real estate should be transmissible as personal estate, and be considered as converted in equity. The testator then directed his trustees to stand possessed of said moneys upon trust to raise an annuity, subject to which he directed them to stand possessed of his "residuary personal estate" in trust as to one moiety for his son, and as to the other for his daughter. *Held*, that the proceeds of the sale of the real estate were included in the directions in the will as to the ultimate trusts of the residuary personal estate.—*Court v. Buckland*, 1 Ch. D. 605.

7. Upon certain contingencies which took place, a testator devised his real estate to trustees in trust to keep in repair, accumulate surplus rents and profits, and invest in real estate until the expiration of twenty-one years from the testator's death, but in no event to exceed such term, and then in trust for the second and other younger sons of A. successively in tail male; failing such issue, in trust for the first and other sons of B. successively in tail male; failing such issue, limitations over followed to the issue of certain persons; and failing such issue, to the persons who, under the Statute of Distributions, should then be his next of kin. The testator directed his personal property to be held upon the trusts declared of his real estate. At the expiration of the twenty-one years, A. and B. each had one son only. The son of B. filed a bill praying a declaration that he was absolutely entitled as tenant in tail male in possession of the real estate, and was absolutely entitled to the personal estate. *Held*, that, until it should be ascertained whether A. would have a second son, the rents and income of the real and personal estate were undisposed of; and that in the meantime the testator's heirs at law were entitled to the rents, and his next of kin to the income.—*Wade-Gery v. Handley*, 1 Ch. D. 653.

8. A testator gave all his property, by his will, to his niece S. for life, remainder to her husband for life, remainder "to be equally divided among the children of the above-

named" S. and her husband, "either by the proceeds from sale of the properties or otherwise." S. had eight children living at the death of the testator, of whom two were attesting witnesses of the will, and thereby forfeited the shares they would have received under the will. *Held*, that the devise was to a class who would take in undivided shares the whole property devised, and that, therefore, the six children would take said property, and the forfeited shares would not pass to the testator's heir-at-law.—*Fell v. Biddolph*, L. R. 10 C. P. 701.

See CONDITION, 1; ELECTION, 1; EXECUTORS AND ADMINISTRATORS; ILLEGITIMATE CHILDREN; LEGACY; WILL, 8.

DISCOVERY.—See BILL IN EQUITY; DOCUMENTS, INSPECTION OF.

DISTRIBUTION.—See LEGACY, 2.

DOCUMENTS, INSPECTION OF.

1. A suit and cross-suit were instituted between the owners of the vessel B. and the vessel H.; the question being, which of the two vessels was to blame for a collision. The suits were ended by agreement, and an average statement made on the basis of the agreement. Subsequently an action was brought against the owners of the B. by consignees of goods on the B., and a motion made by the plaintiffs for inspection of said agreement and average statement. Inspection ordered. This order was affirmed on appeal, upon an affidavit that said suit in the Admiralty Court was on behalf of the owners of cargo as well as owners of the vessel B.—*Hutchinson v. Glover*, 1 Q. B. D. 138.

2. The defendant purchased wood of the K. Company, and, before he received it, agreed to sell the same wood to the plaintiff. The plaintiff declined to receive the wood sent him, on the ground that it was not according to contract; and he brought an action for breach of contract. The defendant received two letters from the plaintiff's attorneys relating to the claim, and sent them to the K. Company, requesting information respecting the claim. Correspondence by letter ensued, which resulted in the defendant receiving compensation from the K. Company. *Held*, that the plaintiff was entitled to inspection of the letters between the defendant and the K. Company.—*English v. Tottie*, 1 Q. B. D. 141.

DOMICILE.—See PEER OF ENGLAND.

DWELLING-PLACE.

A statute imposed a penalty for exposing certain animals for sale in any place except the seller's "dwelling-place or shop." The appellant offered for sale animals in a certain yard and sheds, the entrance to which from the street was through double-doors. After passing through the doors, there was a place about thirty feet by twenty, covered in by beams and flooring. The appellant lived in a small house supported by pillars on either