

## DIGEST OF ENGLISH LAW REPORTS.

testator died in 1834. One of his daughters died in 1851, leaving only one son, W., who attained the age of twenty-one in 1860. In a suit upon the same will, *Holmes v. Prescott*, 12 W. R. 636, it was held, that the devise of the freeholds to the children of the daughters was a contingent remainder; which in the case of W. failed owing to the failure of the particular estate; and that the bequest of personal estate upon the same trusts did not fail, and that W. took one-fifth of the residuary personal estate. Held, that the second limitation of the same share in the freehold estate to the other four daughters was also a contingent remainder; and that it was devised by the residuary clause to the trustees.—*Perceval v. Perceval*, L. R. 9 Eq. 386.

2. A testatrix devised and bequeathed all the residue of her property to her four children, to be equally divided between them. She was mortgagee in fee of an estate which was sold after her death under a power of sale in the mortgage, but the purchaser refused to complete the purchase unless the residuary devisees joined in the conveyance. Held, that the intention of the testatrix was to give by will the property of which she was beneficial owner, and the legal estate in the mortgaged property passed to her heir-at-law.—*Martin v. Laverton*, L. R. 9 Eq. 563.

## REVERTER.

By virtue of an Act of Wm. III. certain land belonging to the corporation of Liverpool was taken by the parish for a church-yard, and by the sentence of consecration the corporation renounced all right and title to the church-yard, which was used as a burial-ground until it was closed by an Order in Council in 1854. In 1866, the corporation, being authorized to take part of this land for widening the street, gave the usual notice to treat to the incumbent, ordinary, and patron, and the incumbent made a claim to compensation. The question was referred, and a sum awarded as compensation, but the corporation refused to pay, claiming that the land reverted to them when it was closed against burials. Held, that the Act of Wm. III., followed by the act of consecration, forever excluded the corporation from any right in the land. Held, also, that the notice to treat was not an admission that the property must be paid for, but left that question open.—*Campbell v. Mayor and Corporation of Liverpool*, L. R. 9 Eq. 579.

## REVIOR.

A bill was brought by two persons, one

claiming to be tenant for life of an estate, and the other to be tenant in fee of one-third, subject to the life-estate of the first, praying for an injunction against a defendant who claimed by an adverse title. The tenant for life, one of the plaintiffs, having died, it was held, that the other plaintiff was entitled to go on with the suit without a bill of revivor.—*Wilson v. Wilson*, L. R. 9 Eq. 452.

REVOCATION.—See ELECTION.

SALE.—See INSURANCE, 1; PRINCIPAL AND AGENT, 2, 3.

SEPARATE PROPERTY.—See HUSBAND AND WIFE, 1; WIFE'S SEPARATE ESTATE.

## SETTLEMENT.

1 In making a settlement of wife's property, courts of equity will not interfere with the husband's legal rights more than is necessary to make provision for the wife and her children by the present or any future marriage, and after that the fund ought to go back to the husband, whether he survives her or not.—*Croxtan v. May*, L. R. 9 Eq. 404.

2. Three sisters were joint tenants in fee of a reversion. In their respective marriage settlements it was recited: that upon treaty for the marriage it was agreed that the property, as well real as personal, to which the intended wife "is entitled and may be entitled," should be settled in a certain manner, and that it was further agreed that the intended husband should enter into a covenant for settling it for the purposes aforesaid; and the indenture witnessed that the intended husband covenanted with the trustees that all the estate of which the intended wife "is now seised and possessed, or of which she shall hereafter become seised and possessed," should be settled. No other settlements were made, and the sisters and their husbands all died before they became entitled to possession. Held, that it was the intention that the property should be settled, and that the joint tenancy was thereby severed.—*Caldwell v. Fellowes*, L. R. 9 Eq. 410.

See CHARGE; CLASS; CONFIRMATION, 1; CONSTRUCTION, 9; INVESTMENT.

## SHIP.

Beans were shipped by the plaintiffs on the defendants' vessel, to be carried under a bill of lading from Alexandria to Glasgow. At Liverpool the vessel was damaged by a collision, and the beans were saturated with salt water. The vessel was ready to proceed on her voyage in a few days, but nothing was done to dry the beans or prevent further damage to them. The plaintiffs protested against