half of his sisters, against his heir-at-law. It will be observed that while the conveyance of the freehold specifically mentioned was to Blair "and his heirs," the general words followed the conveyance of the leasehold, which was to Blair "and his executors and administrators," and it was conceded, therefore, that the legal estate in the King street house did not pass by the deed of 1827, for want of words of limitation; but it was claimed that the deed, nevertheless, amounted to a covenant to stand seized of that property by which the heir was bound. But Lord Langdale, M.R., held that the general words did not comprise freeholds, but only leaseholds, or other personal estate.

In a rather earlier case than the last, *Pope* v. *Whitcombe*, (1826) 3 Russ. 124, Lord Eldon applied the doctrine to the construction of a deed, where the grantor, having at the time of its execution an interest in the residuary estate of a testator contingent on surviving his brother, assigned for the benefit of her creditors all her furniture, plate, etc., "and all other the estate and effects whatsoever and wheresoever of or to which the grantor was then possessed of or entitled to." Lord Eldon, without giving any reasons, held that under the assignment the contingent interest did not pass, but the correctness of this decision seems to be somewhat doubtful, as we shall presently see. However, in 1852, *In re Wright*, 15 Beav. 367, *Pope* v. *Whitcombe* was followed by Sir John Romilly. In that case, one Turfitt Wright, by deed dated in 1828, after reciting that he had agreed to convey and assign "all his real and personal estate and effects" to trustees for the benefit of his creditors, "in manner thereinafter mentioned," did thereby convey to the trustees his real estate, and did thereby also assign to them "all his ready money, securities for money, and books of account, household goods, furniture, plate, linen, stock in trade, debts, and *all other personal estate and effects whatsoever* and wheresoever of or belonging or due or owing to him, the said Turfitt Wright," upon trusts for the benefit of his creditors. Under the will of a testator who died in 1820, Turfitt Wright was entitled to an interest in a sum of £1,000, contingent on his surviving the tenant for life, who died in 1849, when he became entitled in possession to one-fourth of the fund. The question was whether his interest in this fund passed under the general words of the deed of 1848. Following *Pope* v. *Whitcombe*, *supra*, Sir John Romilly, M.R., held that it did not. But