

DIGEST OF ENGLISH LAW REPORTS.

was conveyed upon the trusts of the will, equal to the value of that lease to the tenant in tail.—*Isaac v. Wall*, 6 Ch. D. 706.

TENANT IN TAIL.—See TENANT FOR LIFE, 2.

TITLE-DEEDS.—See ATTORNEY AND CLIENT, 2.

TRESPASS.—See COVENANT, 2.

TRUST.

G. gave freehold and copyhold estates, and also personal estate, to two trustees, in trust as to the real estate to sell it, and stand possessed of the proceeds of it, together with the personal, in trust for his wife for her life, and then for his son C. absolutely. The wife and one of the persons named as trustees died in the testator's lifetime. The testator died March 7, 1867. The other person named as trustee renounced probate, and did not act as trustee, though he made no formal disclaimer of the trust. He died in 1870. May 2, 1867, the son C. took out letters of administration with the will annexed, and partly administered. C. received the rents of the real estate, but never entered on the copyhold, and no tenant was admitted thereto. He gave no leases, the property being let on yearly tenancy. Jan. 18, 1876, he died intestate. His next of kin took out letters on his estate, and claimed that the real estate must be treated as converted. His heir-at-law claimed it, on the ground that C. had elected to take it as real estate. *Held*, that, when the person named as trustee renounced probate, the legal estate devolved on C., and that, independently of that, C. must be held to have elected to take the property as real estate.—*In re Gordon. Roberts v. Gordon*, 6 Ch. D. 531.

See ELECTION; FRAUDS, STATUTE OF, 2.

TRUSTEE.—See HUSBAND AND WIFE, 1; TENANT FOR LIFE, 2.

VENDOR AND PURCHASER.

A tenant for life without power to lease, undertook to grant a sixty years' lease at 6d. rent, with a covenant for quiet enjoyment, the lessee to erect a house, as he in fact did. The lessee died, and his son paid rent to H., who had come into possession of the fee. Subsequently, H. conveyed the property to the plaintiff, subject to the sixty years' lease, which he supposed valid. The plaintiff sued for immediate possession. *Held*, that he was entitled.—*Smith v. Willlake*, 3 C. P. D. 10.

See INJUNCTION, 2; STOPPAGE IN TRANSITU.

VENUE.—See JURISDICTION, 3.

VESTED INTEREST.—See WILL, 2.

VOLUNTEER.—See SETTLEMENT, 1, 6.

WASTE.—See TENANT FOR LIFE, 1.

WATERCOURSE.—See MINE, 2.

WILL.

1. A testator gave "all that part of Rigby's estate, purchased by me, consisting of L., F., K., G., B., and M., being six closes, with the mines thereunder, to his son for life, with power of appointment by will. The son, by his will, recited that his

father left him "all that part of Rigby's estate purchased by him," with power of appointment, without enumerating the closes in the recital. He then proceeded to appoint, under the power in his father's will, all the property "described as that part of Rigby's estate purchased by my said father, consisting of L., K., F., and M.," except the mines, in a certain manner. The mines he appointed otherwise. There was no other mention of the omitted closes G. and B., which lay between those named in the appointment. *Held*, that the whole of the six closes were duly appointed.—*Travers v. Blundell*, 6 Ch. D. 436.

2. Testator left £6,000 in trust for his two daughters J. and A., for their respective lives, in equal moieties, and "from and immediately after the several deceases of each of them leaving lawful issue or other lineal descendants her or them surviving," upon trust to pay, assign, and transfer the principal fund "of her or them so dying unto her or their child or children, or other lineal descendants, respectively, . . . such child or children, or other lineal descendants, to take *per stirpes* and not *per capita*, . . . to be paid . . . to them respectively when and as they respectively shall attain the age of twenty-one years." The income to be applied meantime, if necessary, for their support; "nevertheless, the . . . shares of the said child or children," in the principal, "shall be absolute vested interests in him, her, or them immediately on the decease of his, her, or their respective parent or parents." In case a daughter should die without leaving "issue or lineal descendants her surviving," there was a gift over to the other daughter and her issue and lineal descendants, in similar form; and, in case both daughters should so die, a gift over to third persons. *Held*, that the children of a daughter who died before their mother's death did not take.—*Selby v. Whittaker*, 6 Ch. D. 239.

3. A testator gave property to trustees for sale, and to stand possessed of the proceeds, to pay his son £3,000, and to invest £28,000, and pay the income of £10,000 thereof to his widow during widowhood, and pay the income of six portions, of £3,000 each, to his six daughters respectively and their children. At the death or marriage of the widow, the £10,000 was to fall into the residue. The residue was to be divided "into as many equal shares as I shall have children living at the time of the death or second marriage of my said wife (which shall first happen), or then dead, leaving issue;" £1,000 out of one share was to be held in trust for his son and his son's wife during their respective lives, and then go to their children. The balance of the share was to be paid to the son. One daughter's share was to be held in trust; the shares of the others to be paid to each of them living at the decease or second marriage of the widow. There was a provision that any advances made should be deducted from the amount