

thirteen closes of land, and a grist mill and fulling mill. By a deed, reciting the grantor's intention to convey the property thereafter particularly described, the owner of the estate of Cefn Coch conveyed the mansion house "known as Cefn Coch," and also those fields (enumerating specifically five only of the thirteen closes). The description was followed by general words, including all the hereditaments and appurtenances whatsoever to the said capital, messuage, etc., belonging or in anywise appertaining or therewith usually occupied or enjoyed or reported taken or known for a part or parcel or member thereof. It was claimed by the grantee that under these general words the eight closes omitted from the specific description passed, but the Court of Exchequer considered the case was governed by *North v. Ely*, *supra*, and held that they did not pass.

*Doungsworth v. Blair*, (1837) 1 Keen 795, affords a rather striking illustration of the application of the doctrine. The facts of that case were as follows: Francis Burman, by deed made in 1827, after reciting that he was entitled, among other things, to an undivided share of certain stables in Cleveland mews in the city of Westminster, and also to an undivided one-fifth of an unexpired term in a house in Lower Grosvenor Place, and that he proposed, in consideration of natural love and affection, to assign over all his interest in the aforesaid premises, *and in such other property situate in Great Britain and Ireland*, or any part thereof, whether real or personal, as he might at the time of the execution of the indenture be entitled to, for the benefit of his sisters, thereby conveyed to Robert Blair and his heirs the stables in Cleveland mews, which were freehold, and did also thereby convey to "Robert Blair, his executors, administrators, and assigns," the unexpired term of the house in Grosvenor Place, "*and all other the property in Great Britain and Ireland, or any part thereof, whether real or personal, which he might be entitled to at the time of the execution of the indenture.*" At the time of the execution of this deed, Francis Burman was also entitled as tenant in common in fee to a house in King street, Westminster. This house had in the year 1815, or about twelve years before the making of the deed in question, been sold by the other tenants in common, and it was said that Francis Burman had agreed to the sale, but he appears to have died without having completed the sale, or received any part of the purchase money. The suit was brought, on be-