

*Held*, that the rule in such a case is, that a bequest in the form of a direction to pay, or to pay and divide at a future period, vests immediately if the payment be postponed for the convenience of the estate, or to let in some other interest; that the intention here was to let in the life estate of the widow, and that this was a share vested in the deceased child of W., which passed to her representatives.

Webster v. Leys, 475.

4. The bill for the administration of the estate of G. E. alleged that G. had appointed his brother J. E. his executor, and devised to him all his estate upon trust for the benefit of the testator's wife and children as to J. would seem best: the will giving J. power to sell the realty. J. E. proved the will of G., and shortly after his death made his own will by which he purported to dispose of G.'s estate, the validity of which the bill impugned, and C. S. D., a married daughter of G., was made a defendant, the bill alleging her to be the wife of S. H. D. J. E. made an appointment under G.'s will, whereby C. S. D. became entitled to a portion of the estate. The defendant demurred on the ground that S. H. D. should have been a party.

*Held*, that the interest of C. S. D. was merely a chose in action not reduced into possession by her husband, in respect of which she might be sued as a *feme sole*, and therefore the demurrer was overruled with costs following *Lawson v. Laidlaw*, 3 App. R. 77.

Sivewright v. Leys, 498.

5. The bill distinctly charged that the defendant had misapplied the moneys of the estate of G. mixing them with his own and employing them for his own purposes, a demurrer *ore tenus* that G.'s estate was not properly represented, on the ground that one executor could not represent the estates of both G. and J., was also overruled with costs; for although during the progress of the cause it might become necessary to have different persons represent the two estates that did not constitute a ground of demurrer.

*Ib.*

6. A testator devised certain real estate "to be owned, possessed, and inherited by my wife during her natural life subject to the further provisions of my will," followed by a devise to "W. G. when he is of the age of twenty-three years, two hundred acres, or if sold before he arrives at the years mentioned, that some other lot of land or money amounting in value to the above mentioned lot be given him in lieu thereof."

*Held*, that the wife took a life estate with a vested remainder over to W. G., and the testator having shortly before the date of his will contracted for the sale of the land so devised, that the estate of W. G., who died during the life of the widow, and before he had attained twenty-three, was entitled to the proceeds of such sale.

*Held*, also, that "two hundred acres of land, the west half of lot No. 14" was *falsa demonstratio* of the west half; the testator having referred to the whole lot as being two hundred acres in a subsequent part of the will.

Holtby v. Wilkinson, 550.