

DIGEST OF ENGLISH LAW REPORTS.

of them, and let the rest to agricultural tenants. Other lands were purchased from time to time out of the profits and for the purposes of the quarry, and were conveyed in fourteen cases in trust for said co-owners, in ten cases without any trusts declared. One of the co-owners, a woman, married, and her share was settled, being treated as real estate, to her separate use for life, remainder to her husband for life, &c. Afterwards other lands were purchased, as above, without any trusts declared. *Held*, that the latter lands must be taken to have been held on like trusts with the former, and that said woman's share passed as real estate to her heirs; also that the husband took no interest by the settlement in the after-acquired lands.—*Steward v. Blakeway*, L. R. 4 Ch. 608; s. c. L. R. 6 Eq. 479, 3 Am. L. Rev. 717, 718.

TENANT FOR LIFE AND REMAINDER-MAN.

Where during the minority of a tenant for life part of the income has been expended under the order of the court in improving the estate, although the order was made in the presence of remainder-men, and was expressed to be without prejudice to the right of the tenant for life to have the amounts so expended recouped out of the *corpus* of the estate, and although the tenant for life die an infant, there cannot be such a recoupment.—*Floyer v. Bankes*, L. R. 8 Eq. 115.

TROVER—See BANKRUPTCY, 1.

TRUST.

A woman conveyed land to her sons in trust for her children for life, remainder to her grandchildren. After giving large powers of management and powers of sale to the trustees, the deed provided that any child advancing money to the settlor should have a charge by way of mortgage on the land, and any child paying off any part of an outstanding mortgage on said land should stand in the place of the mortgagee for the sum so paid. One of the trustees advanced large sums to the settlor and paid part of the mortgage debt. *Held*, that he was only entitled to a sale and not to a foreclosure; both by the construction of the deed and because he was trustee as well as mortgagee. *Held*, also, that he could not bid at the sale against the objection of some of the *cestuis que trust*. Perhaps if no purchaser at an adequate price could be found, the trustee might purchase under proposals to the court. *Tennant v. Trenchard*, L. R. 4 Ch. 537.

See CONTRACT; CURTESY; EQUITABLE ASSIGNMENT; WILL, 5.

VENDEDOR AND PURCHASER OF REAL ESTATE.

A purchaser of real estate upon a sale by the court was kept out of possession for a year by the plaintiff in the cause, who was himself in occupation of the estate. He was then let into possession by virtue of a writ of assistance issued by the court. The plaintiff became bankrupt. *Held*, that the purchaser was entitled to have paid to him out of the purchase-money in court; (1) the costs ordered to be paid him by the plaintiff by the orders for said writ; (2) an occupation rent for the time during which he was kept out of possession; (3) compensation for deterioration of the property during the same period; (4) arrears of tithes which he had been compelled to pay.—*Thomas v. Buxton*, L. R. 8 Eq. 120.

See SPECIFIC PERFORMANCE.

VOTER.

By 30 & 31 Vict. c. 102, s. 3, every "man" having certain qualifications and not subject to any legal incapacity is entitled to the franchise. By a previous act, 13 & 14 Vict. c. 21, s. 4, "in all Acts, words importing the masculine gender shall be deemed and taken to include females, . . . unless the contrary . . . is expressly provided." *Held*, that women could not vote for members of parliament under the first-mentioned act: (1) because subject to a legal incapacity; (2) because the word "man" in said act does not include women.—*Chorlton v. Lings*, L. R. 4 C. P. 374; *Chorlton v. Kessler*, *ib.* 397.

WARRANTY.—See INSURANCE, 3.

WIFE'S EQUIT.

A married woman wrote out an assignment to her husband of her reversionary interest in a trust fund, dating it before her marriage and signing it in her maiden name. She did so to enable him to borrow money upon it, and moved thereto, as she alleged, by his threats. He sold said interest, and before completion, about six months after signing the above paper, she signed and gave to the purchasers a letter to one of the trustees of the fund, stating that she had before her marriage assigned her interest in the same to her husband. The latter was at this time in prison. *Held*, that she had been guilty of a fraud which precluded her from claiming her equity to a settlement against the purchasers.—*In re Lush's Trusts*, L. R. 4 Ch. 591.

WILL.

1. A will was witnessed by an attorney and his clerk. After the testator's death an affidavit was written out by the clerk and sworn to by the attorney, that, *inter alia*, the wit-