

in the word property which he thus used. If a fisher at Wick speaks of his property at Wick, he does not mean his money or fish, although technically he is the proprietor of money and fish; but what he means is his houses there. I think that is what is meant by the expression, "I dispone all the property of which I die possessed, and all the goods, gear," and so on. Now, it is impossible, I think, to lay down any other rule with respect to the effect of an enumeration of particulars in limiting the comprehensiveness of the meaning of a preceding general word otherwise than I have attempted to do. It would be in other language, but it is to that effect, that it will or will not limit the meaning according as the enumeration is such and so introduced as to satisfy the Court or not that it was so intended. Here I am satisfied that it was not so intended; and that the word "property" must have all the meaning which would attach to it, if "goods, money," and so on had not followed. Therefore it comes back to the original proposition, that a disposition by a proprietor of all the property of which he may die possessed will comprehend his heritage.

LORD CRAIGHILL—I am of the same opinion. The question comes to be one of intention, for if a testator did intend that the word "property" as used by him should carry heritage, there is no doubt that his intention ought to be given effect to, always provided that that intention is clear from the expressions used in the deed intended to regulate his affairs. Now, reading this clause together, it appears to me to be clear that the word "property" must be held to comprehend not merely moveables but also heritage. I further think that the word "dispone" which is used in the beginning of the clause very clearly shows what was the view of the testator himself. Taken altogether the clause must be read as having the effect it would have had supposing he had disposed all his property, and left and allocated his means and effects for the purposes specified in the deed. If that had been the form of the clause I do not think there would have been a stateable case. It further appears to me that if there is any doubt about the matter, the reasonable course to follow is to hold that whatever property may be reasonably held to be comprehended must be covered by the word. Words of enumeration which follow have not the same effect, it appears to me, that they have when you begin by special enumeration, and finish up with a general word. Allowing that words which do follow may have a derogatory effect, still, looking to the deed as a whole, and to the words which have been commented upon in particular, it seems to me that they were not introduced by the testator for the purpose of limiting the word "property" to the moveables which he left.

LORD RUTHERFURD CLARK concurred.

The Court answered the question of law in the affirmative.

Counsel for First Party—Nevay—M'Lennan.
Agent—William Gunn, S.S.C.

Counsel for Second and Third Parties—Lang—Crole. Agents—Duncan Smith & Maclaren, S.S.C.

Tuesday, June 30.

FIRST DIVISION.

[Lord Fraser, Ordinary.]

TEULON *v.* SEATON AND OTHERS.

Process—Caution—Effect of Failure to Find Caution—Title to Sue.

A married woman, who was one of the beneficiaries under a trust-deed, raised an action against an intromitter with the trust-funds, and also against the trustees acting under the deed of settlement, seeking to have the intromitter decerned to exhibit a full account of his intromissions with the trust-estate, and to pay to her or to the trustees such sum as should be ascertained to be the balance of his intromissions. The Court, in respect of the pursuer's husband not being a consentor to the action, and that the trustees did not propose to prosecute the claim, appointed the pursuer to find caution, and on her failure to do so, assozied the defenders from the conclusions of the action.

Counsel for Pursuer—Guthrie—W. Campbell.
Agents—J. & J. Galletly, S.S.C.

Counsel for Defender (Seaton)—Graham Murray—Maconochie. Agents—Maconochie & Hare, W.S.

Counsel for Defenders (Mrs Seaton's Trustees)—Goudy. Agents—Adam & Sang, S.S.C.

Tuesday, June 30.

FIRST DIVISION.

[Lord Trayner, Ordinary.]

LORD LOVAT *v.* FRASER AND ANOTHER.

Entail—Provisions to Wives and Children—Free Rent.

Terms of a deed of entail which were held to imply, in giving a power to provide for younger children in bonds over the estate for a sum equal to three years' "free rent," that the "free rent" should be calculated without any deduction in respect of the provision for the widow secured over the estate under the same deed.

Archibald Thomas Frederick Fraser, Esq., of Abertarf, died on 2d March 1884, and was succeeded by Lord Lovat as his nearest lawful heir of tailzie and provision in the lands of Abertarf and others. The entail under which the lands were held had been executed in 1851 in obedience to judgments of the Court of Session and House of Lords finding that the heir in possession was bound to execute an entail of the lands so as to give effect to a deed of entail in 1808 and a nomination of heirs following upon that deed in 1812.

The powers reserved to the institute and heirs of entail by the said disposition and deed of entail and settlement of 15th August 1808, and by the said disposition and deed of entail of 8th February 1851, were identical. In the latter