

RELATION, DOCTRINE OF.

See CONVERSION OF REALTY INTO PERSONALTY, 316 5.

RELEASE.

See GUARDIAN AND WARD, 2 to 7.

REMAINDERMEN.

The intervention of a freehold estate, between the possessor and the remainder, prevents the owner of the latter from being seized, and, in the case of real estate, claimed by descent, would prevent the remainderman from becoming the stock of inheritance, though not if acquired by purchase. *Robertson vs. Parks*, 65.

RENT.

See FIXTURES, 8.

RENTS AND PROFITS.

See WILLS, &c., 5, 7, 9.

REPAIRS.

See IMPROVEMENTS, &c.

REPLEVIN.

See JURISDICTION, 4.

RESULTING TRUSTS.

See TRUSTS, 6, 7, 8.

RULES FOR FINDING PRESENT VALUE OF A LIFE INTEREST.

1. The ancient rule of the Court, fixing the allowance to a woman in lieu of dower, applies in all cases where it becomes necessary to ascertain the present value of a life interest. *Abercrombie vs. Riddle*, 320.
2. This rule having been sanctioned by the Court of Appeals, in the case of *Dorsey vs. Smith*, 7 H. & J., 345, the authority of this Court to change it is questionable; and even if it could do so with propriety, the change should be prospective, and not so as to affect an actually depending case. *Id.*
3. The Courts have no dispensing power over their rules and long established practice, and the party to whose prejudice an innovation upon the rule of Court is made, has a right to seek redress in the Appellate Court. *Id.*
4. This rule has reference to the case of a healthy person, and where the *cestui que vie* is of infirm health, an abatement of the allowance must be made therefor; this is as imperatively required by the rule, as the ratio of distribution prescribed by it. *Id.*
5. The *cestui que vie* was fifty-three years of age at the time of sale, and it was proved that her health was infirm, that her constitution never had been robust, and that her lungs were diseased. **Held**, That five years was a sufficiently large addition to her age, on account of ill health. *Id.*

SALES.

See PRACTICE IN CHANCERY, 7, 8.

SALES BY TRUSTEES.

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1. The advertisement is not the contract of the parties, and it is the constant practice of trustees to introduce other terms of sale, and make known to bidders at the time of the sale, facts and circumstances affecting the title or value of the property not mentioned in the advertisement, and parol proof of such facts is always admitted when it becomes necessary to re-