

as applying to the dividends, and to mean that the party entitled to them shall, out of the proceeds of the sale of the stock, receive that portion of the dividends which had then accrued. I am persuaded, however, that this view of the subject was not within the contemplation of the complainants when the bill was filed. When they spoke of an equitable partition of the proceeds of the sale, they meant that the Insurance Company should receive a fair equivalent for the life estate of Mrs. Abercrombie, but I am very confident they had no reference whatever to dividends of the stock then or thereafter to accrue. They could not have anticipated *when* the sale would be made, and as the Company had the power to control that event, their rights should not be prejudiced by the fact that it actually took place within a short period of the dividend.

No case has been cited which, in its material features, is analogous to this. In the case of *Wiegall vs. Brome*, 9 *Eng. Cond. Ch. Rep.*, 188, the fund out of which the annuities were payable was actually received by the trustee, and it was decided, that as the period fixed by the testator for the termination of the annuities occurred after the last half-yearly day of payment, that the annuitant was entitled to a proportional part, from such day to the time when the annuity was to cease altogether. But here, no time was definitely fixed when the dividends which might be declared upon these stocks should cease to be payable to the Insurance Company. And in the very nature of things, the amount of the dividends was always more or less conjectural, until actually declared. In *Wiegall vs. Brome*, the time for which the annuity was to be paid was fixed, and the rents upon which it was charged, were received by the trustee. But in this case, the title of the Company to receive the dividends was liable to be defeated at any time, by the demise of Mrs. Abercrombie, the amount uncertain, and, by the act of the Company itself, the right to this contingent profit upon the stock was transferred to third persons. The Company does not, and can not claim the dividends, or a proportion of them, upon the ground that they have been, *eo no-*