is not nor need be any saving of his rights. (*g*) Nor, upon the same ground, is there any saving of the infant's rights, where his personalty is applied to the keeping in repair of the edifices upon his real estate. (*h*)

On the other hand there are cases in which, that which is ordinarily and technically considered as a part of the real estate of an infant may be converted into personalty; that is, the timber or mineral part of the inheritance may be sold and converted into personalty. (*i*) But the various kinds of perennial vegetable growth, such as timber standing upon the land, like coal and other minerals of which the soil itself may be, in part, composed, are, all of them, although legally held to be, while resting in their natural positions, a part of the realty, in many respects more properly regarded as the mere products of the land; to be gathered as portions of the rents and profits of the inheritance, as much so as corn, or any other of the industrial fruits of the earth, the taking of which timber or mineral products not being properly a conversion, but only a mode of enjoyment and perception of the profits of the estate; (*j*) and like all rents and profits derived from the inheritance, when so taken, must be regarded as personalty. (*k*) So considered the selling of timber or coal from the land of an infant can, with no more propriety, be regarded as a conversion of his real estate into personalty, than the selling of its annual crops of grain or tobacco.

All the cases to be found in the English books which speak of the conversion of an infant's *real* estate into personalty, merely for his advantage and convenience, are cases which relate to nothing more than the timber and mineral part of the inheritance. For it has been distinctly declared, that there is no instance of binding the inheritance of an infant by any discretionary act of this court; that as to personal things, as in the composition of debts, it has been done; but never as to the inheritance, for that would be assu-

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(*g*) Dennis *v.* Badd, 1 Chan. Ca. 156; *Ex parte* Grimstone, Amb. 706; Shrewsbury *v.* Shrewsbury, 3 Bro. C. C. 125; S. C. 1 Ves., jun., 233; Chetwynd *v.* Fleetwood, 4 Bro. P. C. 435.—(*h*) *Ex parte* Ludlow, 2 Atk. 407; *Ex parte* Simon Degge, 4 Bro. C. C. 238, note; Oxenden *v.* Compton, 2 Ves., jun., 73.—(*i*) Rook *v.* Worth, 1 Ves. 461; Anandale *v.* Anandale, 2 Ves. 383; Tullit *v.* Tullit, Amb. 370; *Ex parte* Ludlow, 2 Atk. 407; *Ex parte* Bromfield, 1 Ves., jun., 462; S. C. 3 Bro. C. C. 510; Oxenden *v.* Compton, 2 Ves., jun., 70; S. C. 4 Bro. C. C. 231.—(*j*) Chandos *v.* Talbot, 2 P. Will. 606; Story *v.* Windsor, 2 Atk. 630; Pulteney *v.* Warren, 6 Ves. 89; Rook *v.* Worth, 1 Ves. 461; Tullit *v.* Tullit, Amb. 370; Oxenden *v.* Compton, 2 Ves., jun., 70; S. C. 4 Bro. C. C. 231; *Ex parte* Phillips, 19 Ves. 119; Stoughton *v.* Leigh, 1 Taunt. 402.—(*k*) Bertie *v.* Abingdon, 3 Meriv. 568.