

agree in writing to leave to the decision of two referees the terms of his will, and to execute a will in pursuance of their award. A lease to the son was executed at the same time. The son having failed to establish that his father had competent, independent advice in the matter, or had entered into the transaction willingly, or without pressure from the son, the Court decreed the lease void, and the will revocable at the pleasure of the plaintiff.

Donaldson v. Donaldson, 431.

8. A widow, to whom dower had been assigned, agreed with the person by whom she was employed as housekeeper, to convey the same to him in trust for the benefit of his infant son, eight or nine years old, and to whom it appeared she was much attached, in consideration of a certain sum of money, for the payment of which the widow's lands were answerable, and were liable to be sold, and also an annuity secured to her; the consideration however, not being at all equal to the value of the property. The Court, in the absence of proof of any undue influence, oppression, persuasion or fraud, refused to set aside the agreement as against the infant.

Gourlay v. Riddell, 518.

UNPATENTED LANDS.

See "Registry Act."

VACATION.

(THE LONG.)

See "Practice," 39.

VARYING DEEDS.

See "Deeds," 1.

VENDOR'S LIEN.

J. and S., the owners of two distinct parcels of land, agreed to exchange the one for the other. S.'s land was subject to a mortgage, which he agreed to pay off, but did not; and J. was compelled to redeem the same:

Held, that J. was entitled to a lien on the land conveyed by him to S. as for unpaid purchase money, for the amount paid to redeem the mortgage.

Seney v. Porter, 546.