

DIGEST OF ENGLISH LAW REPORTS.

for a lien for unpaid arrears.—*Earl of Jersey v. Briton Ferry Floating Dock Co.*, L. R. 7 Eq. 409.

VOLUNTARY CONVEYANCE—See **BOND**; **FRAUDULENT CONVEYANCE**; **SEPARATION DEED**.

WARD OF COURT.

A ward of court, entitled to a small fund in court to her separate use, married on the day after she came of age. The Master of the Rolls ordered the fund to be settled; but on appeal it was ordered to be transferred to her after a separate examination.—*White v. Herriek*, L. R. 4 Ch. 345.

WARRANTY—See **CARRIER**, 3.

WATERCOURSE—See **EASEMENT**; **NUISANCE**, 1, 3.

WAY.

A. purchased of B. the lense of a house, part of an estate agreed to be let to B. upon building leases. There was an arch under the house, described as a "gateway" in a plan drawn on the lease, through which, by the building agreement, was the only access to a mews behind the house. At the time of A.'s purchase there were other means of access to the mews, and a right of way through the arch was not reserved. After the buildings were completed according to the agreement, A. stopped the arch. *Held*, that a right of way through the arch was reserved by implication; that A. had constructive if not actual notice of the building plan, and that, having stood by while it was carried out, A. could not now dispute B.'s rights.—*Davies v. Sear*, L. R. 7 Eq. 427.

WIFE'S EQUITY.

In making a settlement, to which the wife of a bankrupt had an equity, out of fund: *Held*, (1) that the power of investment was to be confined to those securities on which cash under the control of the Court might be invested; (2) that a power of advancement to children was proper; (3) the limitations in default of appointment to be to children, so that sons who died under twenty-one and daughters who died under twenty-one and unmarried, should not take interests transmissible to their representatives; (4) the ultimate limitation should be to the bankrupt's assignee.—*Spiro v. Willows*, L. R. 4 Ch. 407; s. c. L. R. 1 Ch. 520; 1 Am. Law Rev. 512.

WILL.

1. The burden of proof that the testator knew and approved of the contents of a will is on the party propounding it.—*Cleare v. Cleare*, L. R. 1 P. & D. 635.

2. A will was to this effect: "The instructions given this" day to W.'s "clerk, I desire

to be carried out." The instructions were oral, but the clerk had at the time made short notes of them in the testator's presence. There was no evidence the testator knew any thing of said notes further than that he saw the clerk writing. Probate of the notes, on motion, was refused.—*Goods of Pascall*, L. R. 1 P. & D. 606.

3. On the back of a will was found a memorandum in the testator's handwriting, signed by him and witnessed. The witnesses could not remember whether the paper was signed when they attested it, and the testator did not say what the paper was. Probate of the paper as a codicil, on motion, was refused.—*Goods of Swinford*, L. R. 1 P. & D. 630.

4. The testator having informed the witnesses that he wished to make his will, filled up a printed form in their presence and wrote his name in the attestation clause thereto. The witnesses then signed, and the testator again wrote his name after theirs. Probate of the will was granted, omitting the second signature.—*Goods of Casmore*, L. R. 1 P. & D. 653.

5. When a will signed by two witnesses is also signed by a legatee, who is, however, proved not to have signed as a witness, the latter signature will be omitted in the probate.—*Goods of Sparman*, L. R. 1 P. & D. 661.

6. A probate may be amended after it has issued, so as to show the true date on which the will was executed.—*Goods of Allichino*, L. R. 1 P. & D. 664.

7. A testator, after life-estates, gave a residue "to my nephews and nieces, the children of . . . L. in equal shares . . . as tenants in common; . . . and in case of the death of any of my said nephews and nieces leaving issue, . . . such issue shall take the share that . . . their deceased parent would have taken if living." *Held*, that the children of nephews and nieces who died before the date of the will, or after that date, but before the testator, took under the will.—*In re Potter's Trust*, L. R. 8 Eq. 52.

8. A testator gave his estate to such of his three grandchildren, S., M., and E., as should survive their father and attain twenty-five; but in case two of them should die under twenty-five, and the amount to which the surviving grandchild would then become entitled should exceed £10,000, then the excess to go to the person or persons, exclusive of the surviving grandchild, who, under the Statute of Distributions, would immediately after the decease of the survivor of the other two