

Held, that J. W. P.'s estate was liable for the timber cut, beyond what was necessary for repairs, and also for omitting to renew the leases, but not for the permissive waste, and inquiries as to portions of the buildings alleged to have been taken away, and as to whether the property could be kept fully estated.

M. R.

SHARP V. LEACH.

Voluntary settlement—Undue influence—Unmarried woman—Cancellation—Burden of proof—Sale of reversion—Inadequacy of price—Lapse of time—Relationship between the parties.

A voluntary settlement, executed by a lady under the influence of her brother, she having no independent professional advice, by which the property was settled upon herself for life, remainder to her children, and, in default of issue, upon her brother and his family, set aside at the instance of the lady and a husband with whom she afterwards intermarried.

The Court considered that independently of the relation in which the parties stood to each other, the contracts of the deed threw the burden of proof upon the defendant to prove its fairness.

A purchase by the other brother of a reversionary interest of his sister at an undervalue, set aside after the lapse of upwards of ten years, the Court considering that the lapse of time which would have been most material if the transaction had been among strangers, was not a bar to relief in consequence of the influence exercised by the brother over the sister, which did not cease till about two years before bill filed.

M. R.

GOSLING V. GOSLING.

Will—Construction—Bequest of residue—Trust of reference—Remoteness—Executory trust.

The testator, by his will, directed certain estates to be purchased by his trustees, and the trusts thereof, in a certain event, were declared to lie to his nephew A. for life; remainder to his first and other sons in tail male; remainder to the younger brothers of such nephew successively for life; remainder to their respective first and other sons in tail male, remainder to the testator's brother for life; remainder to his first and other sons in tail male; remainders over.

The testator then bequeathed his residuary personal estate to his trustees, upon trust, to invest and hold the same upon the same trusts as were declared of the estates to be purchased, or as near thereto as the rules of law and equity would permit. Then followed the following proviso:—"Provided, nevertheless, and I hereby declare, that the said accumulations and personal estate shall not, nor shall any part thereof, vest absolutely in any tenant in tail, unless such person shall attain the age of twenty-one years." There was no trust to invest and accumulate the intermediate income.

Held, that the proviso was an integral part of the gift of the residuary personal estate, and was not simply a superadded limitation, inconsistent with the previous absolute gift, and that as the trusts under it were not limited to take effect within twenty-one years after the testator's death, the whole gift was void.

A trust to invest property and hold the same upon the same trusts as are previously declared of other property directed to be purchased, so far as the rules of law and equity will permit, is not an executory trust.

V. C. K.

ELLISON V. THOMAS.

Settlement—Construction—"Except an eldest or only son for the time being."

E. C., by two deeds of settlement of even date, limits lands to himself for life, with remainder to his eldest son, R. E. C., for life, with remainder to R. E. C.'s sons in tail male, with like limitations in succession to his second, third, and every other of his (E. C.'s) sons and their issue in tail male. There is then a limitation of the D. estate for 1,000 years to trustees to raise £13,000 for portions for younger children, the words being "upon trust for all and every the children of R. E. C. then born and hereafter to be born other and besides an eldest or only son, for the time being entitled under the indenture, &c., to the estates thereby settled in possession or

remainder immediately expectant on the decease of E. C. and R. E. C." The eldest son of R. E. C. having died, his fifth son became his eldest son, and the question arose between the younger children and the representatives of the deceased eldest son of R. E. C. whether such representatives were excluded under the words of the clause.

Held, that words applied not to a single individual, but to more than one, and not to a single period, but to a succession of periods, and that therefore the representatives of the eldest son of R. E. C. were excluded.

REVIEWS.

A HANDY BOOK OF THE LAW OF DOWER, WITH STATUTES, FORMS, PLEADINGS, &c. By W. G. Draper, Barrister-at-Law. Toronto: W. C. Chewett & Co., King-street East.

The law of Dower is of more importance in Upper Canada than in England; for in England the husband may and generally does destroy his wife's right to dower by a declaration to that effect, with or without her concurrence. So far from this being the case in Upper Canada, the right of the widow to dower is strictly preserved, and the remedies to enforce it have of late been facilitated.

The want, therefore, of a handy book on the law of dower was a want which we could not expect to be supplied by a writer in the mother country. It has, however, been supplied, and well supplied, by Mr. Draper, in the small volume that is now before us.

The volume contains only 140 pages, and yet, so far as we can ascertain, omits nothing that is really pertinent to a work of the kind. The references to Upper Canadian statutes and Upper Canadian decisions are numerous. The work is in fact thoroughly Upper Canadian in its purpose, and should receive a thorough Upper Canadian support.

The main body of the work is divided into twelve chapters. These are headed "Dower," "Marriage," "Seisin," "Death of the husband," "Of what estate a woman is dowable," "How dower may be barred or defeated," "The measure of damages on dower," "Of assignment of dower," "Practice on Dower," "Costs." Then follow several useful Forms, Rules of Court, Statutes, and an article from this journal on the Act for the better Assignment of Dower. The whole is preceded by an ample and well arranged Index, and a Table of Cases. No less than 125 cases are noted.

We are much pleased with the practical style of the author, and we are no less pleased with the mechanical execution of the work by its publishers. The book itself is creditable to Canada, and we hope the day is near at hand when such works can be said in Canada to be not only honorable but profitable to the authors. The circulation hitherto of law books has been anything but encouraging. With the steady and continued increase of the number of the profession, there must be a corresponding increase in the number of those who purchase law books.

We do not imagine that the prefix of "handy" (so common of late) will give to a law book in Upper Canada any circulation beyond the limits of the profession. Attempts to convert law books into light literature for use on railways and steamboats, have not been successful. Those who want amusement consult books of a different class. Those who need information on questions of law, if not themselves lawyers, find it to their advantage to take the advice of those who are competent to give it.

We can safely recommend Mr. Draper's work on the law of dower to the patronage of the profession in Upper Canada. It is well written, well arranged, and well got up. The price is \$3. We have tested the work, and can with confidence say that it is reliable. It is designed to supply a want long felt, and is equal to its design. We congratulate its author upon having so creditably acquitted