

UNJUST AND UNREASONABLE CONDITION.

See "Fire Insurance," 5.

UNPAID VALUATOR.

The defendant, by a certificate signed by him as Reeve of the township, stated he had personal knowledge of property belonging to one *A. M.*, and occupied by him, which the defendant believed to be worth \$2,000, and would readily sell at a forced cash sale for \$1,600: that about fifteen acres were cleared and ready for or under cultivation, &c., setting forth further favourable particulars as to buildings on the land and the nature of the soil, all of which proved to be erroneous. In fact the defendant had not any personal knowledge of the premises, which were almost worthless; and the particulars as given had been communicated to him by *A. M.* himself. The defendant was aware that the plaintiffs were about to advance money by way of loan on the security of this property, and had called for his certificate, by which they said they would be guided in making such advance. The Court, under these circumstances, *held* the defendant answerable for the loss sustained by the plaintiffs in consequence of having acted on his certificate, although no fraud was attributable to him, and his services were gratuitous.

Gowan v. Patou, 48.

UNPATENTED LANDS.

[MORTGAGE ON.]

See "Crown Lands," 1.

USES, STAUTE OF.

See "Trusts," &c., 2.

VALUABLE CONSIDERATION.

See "Fraudulent Conveyance," 6.

VALUATION AND DISTRIBUTION OF ESTATE,
REAL AND PERSONAL.

[ON DEATH OR MARRIAGE OF WIDOW.]

See "Will, Construction of," 1.