

Held, that the vendor retained his lien for the amount unpaid, although, in fact, the vendor did not intend to retain any lien; and one witness in the cause swore that "the notes were taken in payment of the land"—it appearing that there was no agreement or arrangement that there should be no lien.

Rachel McDonald v. Archibald McDonald, 678.

VESTED INTERESTS.

See "Will, Construction of," 1.

VOLUNTARY CONVEYANCES.

See "Purchase for Value," &c.

WASTE, INJUNCTION TO STAY.

See "Injunction," 2.

WILL, CONSTRUCTION OF.

1. A testator devised all his real estate to his two daughters and a grand-daughter "during their lives or the lives of any one of them for their support; and in the case of the marriage of any one of them, to those above-named remaining unmarried;" and after their decease the property was to be sold for the benefit of all his grandchildren. At the time of his death all were living and unmarried; subsequently one of the daughters married, but became a widow; then the other daughter died unmarried and intestate, and afterwards the grand-daughter married.

Held—[SPRAGUE, V. C., dissenting,] that on the marriage of the grand-daughter the property was to be sold and divided among the grandchildren.

Wight v. Church, 192.

2. A testator's will contained the following direction as to the residue of his property: "I give, devise, and dispose thereof as follows, that is to say: my will is, that my wife, S W. shall have full power and control over all my freehold and personal property; that she, my executrix, her assigns, for ever, may have unlimited power to deed, bargain, alienate, or transfer, for ever, all or any part of my said property; and further, any deed, transfer, or conveyance, made by my said executrix, for my said property, or any part thereof, shall be valid and sufficient to the purchaser and purchasers, his or