

had under such
the trees.
atch v. Fick, 651.

DEED.

PART.)

eyed his real es.
the benefit of his
posed of by the
ottery, and failing
ion, then in trust
ees should deem
Held, that al
is void as to the
was valid as to
in declared.

r. Manners, 114.

of property for
ors may create a
rust, although
are either parties
and when in its
subsequent deal-
ns between the
and the creditors
a irrevocable.—

EE.

a codicil to his
trustees named
ivor of them, or
r administrators
uld, during the
en, have power
on whom they
mpetent to take
t and carry on
manner it had
g his lifetime,
so appointed a
trustee having
his widow, who
ministration to
ed acting as a
and his eldest
and therefore
such trustee,
under the will
will for the ap-

USURY.

pointment of a new trustee. *Held*,
that under the circumstances the par-
ties were entitled to have a new trus-
tee appointed; but that the powers
given by the codicil were personal to
the trustees named in the will, or the
survivor, or the heirs, &c., of the sur-
vivor, and could not be exercised by
any trustee appointed by the court.

Lyon v. Radenhurst, 544.

2. A bill was filed against a trustee
for an account and re-conveyance.
At the hearing a decree was drawn
up by consent, treating the defendant
in all respects as a mortgagee. *Held*,
upon appeal from the Master's report,
that from the time of the decree the
rights of the parties respectively must
be determined by the rules ordinarily
applicable to cases of mortgage.

Kerby v. Kerby, 587.

See also "Grant from the Crown," 2
—"Municipal Corporations"—"Ad-
ministrator."

UPPER CANADA.

(PRETENDED BANK OF.)

A debtor of the late pretended
Bank of Upper Canada at Kingston
having called upon the bank commis-
sioners to arbitrate under the provi-
sions of the statute 10 Geo. IV., ch.
7, an award was made finding a sum
of £900 due, and directing the debtor
to pay and the commissioners to re-
ceive that amount in quarterly pay-
ments in notes and other securities of
the bank. *Held*, that the debtor had
a right to pay in notes of the bank for
which no certificates had ever been
issued pursuant to the act of Parlia-
ment.

Dalton v. McNider, 501.

USURY.

A security void at the time of its
creation on the ground of usury is not
rendered valid by the statute 16 Vic.,
ch. 80, passed at a subsequent date.
Where, therefore, a mortgage had been

WILL.

687

made upon a usurious agreement, the
court [the Chancellor dissenting] *Held*
a judgment creditor of the mortgagor
entitled to file a bill to redeem upon
paying the amount actually advanced
before the expiration of the time ap-
pointed for payment.

Isherwood v. Dixon, 314.

VESSEL.

(SALE OF.)

See "Injunction," 3, 6.

VOLUNTARY SETTLEMENT.

A person against whom several
executions for small amounts were in
the sheriff's hands, and whose chattel
property, when sold by the sheriff,
was not sufficient to pay those execu-
tions, made a settlement of the only
real estate he had in trust for his wife
and children. *Held*, that the settle-
ment was fraudulent and void, under
the statute 13 Eliz., ch. 5.

Goodwin v. Williams, 539.

See also "Specific Performance," 10.

WIFE

(LANDS OF.)

Quare—Whether a deed by a hus-
band alone of his wife's lands will
operate as an effectual transfer of the
husband's marital rights therein.

Wallis v. Burton, 352.

WILD LAND ASSESSMENT.

A sale of land for taxes, under the
Wild Lands Assessment Act, destroys
the right of the widow of the owner
to dower.

Townlinson v. Hill, 231.

WILL

(CONSTRUCTION OF.)

1. A testator by his will, amongst
other things, directed as follows:—
"Sixthly. I will and order that the
portion of my real estate and premises
severally bequeathed to my two sons,
and also the portion bequeathed to my