

DIGEST OF ENGLISH LAW REPORTS.

agreed to repay £400 and interest at 5 per cent a month, which security was to be tacked to the former security. *Held*, (1) that W.'s interest in the income was not a reversion, and therefore the transaction could not be set aside as a sale at an undervalue; (2) that the £500 additional, payable on redemption at the end of a year, was not a penalty; (3) that the security for £400 and interest was valid.—*Webster v. Cook*, Law Rep. 2 Ch. 542.

See MORTMAIN, 2.

WARRANTY.—See SALE.

WATERCOURSE.

A lessor reserved "the free running of water and soil coming from any other buildings and lands contiguous to the demised premises through the sewers and watercourses made through the said premises." *Held*, that the reservation did not extend beyond water in its natural condition, and such matters as are the product of the ordinary use of land for habitation, and therefore did not extend to the refuse of tan pits.—*Chadwick v. Marsden*, Law Rep. 2 Ex. 285.

WAY.

A., being entitled by prescription to a right of way over B.'s land from field N., and the way to cart from field N. some hay stacked there, but grown partly there and partly on land adjoining. *Held*, that if A. used the way *bona fide* and for the ordinary and reasonable use of field N. as a field, the mere fact that some of the hay had not been grown on field N., did not make the carrying it over B.'s land an excess in the user of the right of way.—*Williams v. James*, Law Rep. 2 C. P. 577.

See HIGHWAY.

WILL.

1. The party propounding a will must call one of the attesting witnesses to prove its due execution.—*Bowman v. Hodgson*, Law Rep. 1 P. & D. 362.

2. A testatrix, during her last illness, made a will in favour of two persons, strangers in blood. The instructions for the will were given to these persons, when no one else was present, and it was not read over to her. Her next of kin were denied access to her during her illness. The jury having found that the testatrix knew and approved of the contents, the will was pronounced for, but the costs of the unsuccessful opposition of the next of kin were ordered to be paid out of the estate.—*Goodacre v. Smith*, Law Rep. 1 P. & D. 359.

3. Property was given in trust for all the children of G. who should be living at the

occurrence of a certain contingency, and the issue of such of the children of G. as should be then dead leaving issue, equally to be divided between such children and issue, but so that the issue of such children should take only such share as their respective parents, if living, would have been entitled to. *Held*, that the issue of deceased children of G. took as tenants in common, and not as joint tenants.—*Hodges v. Grant*, Law Rep. 4 Eq. 140.

4. A testator gave his residuary real and personal estate to trustees on trust for his "five sons," A., B., C., D. and E., as tenants in common, and by a codicil "revoked and made void all the trusts, clauses, matters, and things in his will, concerning his residuary estate, so far as the same trusts, &c., related to or affected his son E. or his right thereto or therein;" and "in lieu thereof" he gave £15,000 to the trustees on trust for E., his wife, and children; and if he, E., should have no children, he directed that "the said legacy" should sink into the residue, but so that E., or his representatives, should take no share or interest therein. *Held*, that the testator died intestate as to the trusts of one-fifth share of the residue, and that the £15,000 was not payable out of such share, but was payable before the residue was ascertained.—*Sykes v. Sykes*, Law Rep. 4 Eq. 200.

5. A testator directed that his daughters' share should "be settled on themselves strictly." *Held*, that the income of each daughter's share should, during the joint lives of herself and her husband, be paid to her without power of anticipation; if she died first, the share to go as she should by will appoint, and, in default of appointment, to her next of kin, exclusively of her husband; and, if she survived, then to her absolutely.—*Loch v. Bagley*, Law Rep. 4 Eq. 122.

See DEVISE; FORFEITURE; LEGACY; MORTMAIN; TRUST, 1.

WITNESS.—See WILL, 1.

WORDS.

"Bound to or from."—See SHIP, 1.

"Heirs and Assigns."—See LEGACY, 2.

"Injuriously affected."—See COMPANY, 1.

"In to or out of."—See SHIP, 1.

"Issue."—See DEVISE, 1.

"Strictly settled."—See WILL, 5.

"Water and Soil."—See WATERCOURSE.

See GENERAL WORDS.

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