

## DIGEST OF ENGLISH LAW REPORTS.

trustees should apply the whole, or so much of the dividends as they should think fit, for the education or maintenance of the children. The wife died, leaving one child. *Held*, that this was a discretionary trust for maintenance, and not simply a power, and that the father was entitled to an allowance for past and future maintenance of his child, without reference to his ability to provide such maintenance, and an inquiry was directed as to the amount to be so applied. — *Ransome v. Burgess*, Law Rep. 3 Eq. 773.

See CHARITY; MORTMAIN, 3; PRIORITY, 1.

## VENDOR AND PURCHASER OF REAL ESTATE.

1. In a suit by a vendor for specific performance, it was certified that a good title was not shown; the court ordered a return to the defendant of his deposit money, with interest at four per cent, and declared the defendant entitled to a lien on the estate for the same and for his costs. — *Turner v. Marriott*, Law Rep. 3 Eq. 744.

2. The plaintiff agreed to sell land to a railway company for a price payable on completion of the purchase, with interest at four per cent from the date of the agreement. The company were to be at liberty to take possession on making a certain deposit. If, from any other cause than the vendor's default, the purchase was not completed in six months, interest from the expiration of the six months was to be at the rate of five per cent. The deposit was made and possession taken. The company, when pressed to complete, more than three years after the agreement, alleged inability from want of funds. *Held*, that the plaintiff was not entitled to an order, on motion for payment of the balance of the purchase money into court. — *Pryse v. Cambrian Railway Co.*, Law Rep. 2 Ch. 444.

VOLUNTARY CONVEYANCE.—See TRUST, 1, 2.

WAIVER.—See AWARD, 7.

WARRANTY.—See CARRIER, 1, 5.

## WATERCOURSE.

1. Where there is a prescriptive right to foul a stream, the fouling cannot be considerably enlarged to the prejudice of others; and the fact that the stream is fouled by others is no defence to a suit to restrain the fouling by one. — *Crossley & Sons v. Lightowler*, Law Rep. 2 Ch. 478.

2. C., wishing to prevent a river's being fouled by some dye-works, purchased from the owners of the works some land on the river, without telling them his object. *Held*, in the absence of any express reservation, by the

owners of the works, of the right of fouling, C. could maintain a suit to restrain it.—*Ib.*

3. Where dye-works had not been used for twenty years, and had been allowed to fall into ruin, and there appeared no intention of erecting new ones, *held*, that the right of fouling a stream attached to them had been abandoned, and lost.—*Crossley & Sons v. Lightowler*, Law Rep. 2 Ch. 478.

WAY.—See NEGLIGENCE, 3.

## WILL.

1. A will filled the first and third pages of a sheet of paper, leaving no room on the third page for the signatures of the testator and witnesses, which were written crossways on the second page. *Held*, that the will was duly executed.—*Goods of Coombs*, Law Rep. 1 P. & D. 302.

2. Some slight alterations and interlineations appear on a holograph will; there was no evidence whether they were made before or after execution, except the affidavit of an expert, who thought them written when the will was. The court admitted them to probate.—*Goods of Hindmarch*, Law Rep. 1 P. & D. 307.

3. A will was found after a testator's death, but parol evidence was given that he had made a later will, which revoked the former, and which had remained in his custody and could not be found, and that he had declared an intention to destroy it. The court pronounced for an intestacy.—*Wood v. Wood*, Law Rep. 1 P. & D. 309.

4. A married woman made a will in pursuance of a will therein recited, leaving all the property comprised in the power to her son. By a later will, containing no recital of a power and no words of revocation, she left all her property to her son. She had property other than that appointed by the first will on which the second will could operate. Probate was granted of both wills, as together containing the will of the deceased.—*Goods of Fewick*, Law Rep. 1 P. & D. 319.

5. A., on the marriage of his daughter, M., covenanted to pay to trustees £10,000, with interest till payment, in trust to pay £200 a year to M. for life, the residue of the income to her husband; on the death of either, the whole income to the survivor, and, after the death of the survivor, to the children; if no child, and M. should survive her husband, to her absolutely; if she died in her husband's life, then as she should appoint, and, in default of appointment, to the next of kin. The principal was not demanded in A.'s life, but the interest was paid. A. afterwards made giving