

UNCERTAINTY.

See "Tax Sales," 3.

UNDISPOSED OF RESIDUE.

Where money, mortgages, and promissory notes, were bequeathed to a legatee for life, it was held, that she was not entitled to the possession and disposition of the same, but to the income only; though of farming stock and implements given for life by the same clause, she was to have the use in specie.

Thorpe v. Shillington, 85.

UNDUE INFLUENCE.

A person given to drinking made a deed to his wife, understanding what he was doing, but without professional advice. A bill by his heir impeaching the deed was dismissed.

Corrigan v. Corrigan, 341.

VARYING DECREE.

An incumbrancer, made a party in the master's office, under the general orders of the 6th of February, 1865, cannot, after the lapse of fourteen days from the service of the decree, file a petition to vary the decree, without first obtaining leave by an application in chambers.

Roe v. Stanton, 137.

VENDOR AND PURCHASER.

1. W. entered into a contract for the purchase of property, the price being payable by instalments; and, there being a mortgage on the property which was not due, the vendor was to give the vendee a bond of indemnity in respect of the mortgage. A decree was afterwards made at the suit of the vendor for specific performance, on his undertaking, recited in the decree, to procure a release of the mortgage; the overdue instalments were ordered to be paid into the bank, subject to the further order of the court. Part only was so paid, and, in consequence of the default as to the residue, the mortgage was not paid when due, and was foreclosed in a suit to which both the vendor and vendee were defendants. The purchaser then applied by petition to stay all proceedings in the specific performance suit, which (the plaintiff not objecting) was granted, and the money in court was ordered to be paid to the vendor, in consideration of the loss he had sustained through the purchaser's default.

Robson v. Wride, 111.

[Affirmed on re-hearing, 565.]