

use of the death before the time secured by the said within one to the survivor. these circumstances not waived his that portion of ney secured by

utherford, 565.

of land the purchase sum in mortgage on other pay him for another price, and for promissory given, made by and such other under them selling indorsed by the only of the d. *Held*, that no lien on for any portion money. *Held*, all could not be will for specific agreement for the notes being could not exempted being at the contract. v. Smith, 570.

CONVEYANCE.

owner of land, agreement where part of it to his of natural give to his father produce, if that this was consideration. A. and conveyed to

VOLUNTARY DEEDS.

others these premises, and their assignee having commenced ejectment, L's widow obtained an injunction against the action. L's widow having meantime intermarried, the assignee moved to dissolve, urging that the widow's estate had determined, and that it was defeasible, and had been defeated by the testator's subsequent transfer for value under 27th Eliz. cap. 4; but the application was, under the circumstances, refused.

Leech v. Leech, 572.

VOLUNTARY DEEDS.

A deed having been executed by a husband and wife under such circumstances as to make the conveyance voluntary, the court held that the onus was on the grantee, of proving that the grantors understood the nature and effect of the deed; and, as it did not appear to have been explained before being executed, the deed was held invalid.

Fraser v. Rodney, 426.

2. To sustain a deed of gift to a person standing in a confidential relation to the donor, the donee must establish by clear evidence that the nature and effect of the deed were fully and truly explained to the donor; that he perfectly understood them; that he was made alive, by explanation and advice, to the effect and consequences of executing it, and that the deed was a willing act on his part, and not obtained by the exercise of any of that influence which the confidential relationship of the

WILL.

donee put it in his power to employ: otherwise such deed of gift will be set aside.

Mason v. Seney, 447.

3. A voluntary grantor of real estate is not chargeable, at the suit of the objects of his bounty, for rents of such estate subsequently received by him, or which but for his neglect might have been so received.

Mitchell v. Ritchey, 511.

WAIVER OF TITLE.

See "Specific Performance," 7.

WASTE.

Where an injunction to stay waste was continued at the hearing, and it appeared that the extent of the waste committed did not exceed \$20, the court refused to direct any account, and left the amount of the waste to be dealt with in any action for mesne profits which the plaintiffs might be advised to bring.

Raven v. Lovelass, 435.

WILL.

(CONSTRUCTION OF.)

1. P. having an estate estimated at £60,000, by will provided that after payment of the debts and certain pecuniary legacies, a sum sufficient to secure an annuity of £500 per annum during her life should be invested for the use of the widow; that £5,000 should be invested for each of his four daughters, and that the residuary estate should be divided equally among the testator's three sons, J., P.