

£75 being still due thereon. In 1863 a bill was filed by the heir-at-law of T. H., claiming under the circumstances to be entitled to the estate, and to set the sale to S. aside, which was decreed on the ground that the purchase money had not been paid, so as to entitle the purchaser to plead a purchase for value without notice.

On appeal this decree was reversed, and the bill in the court below ordered to be dismissed with costs. [*Van Koughnet, C.*, and *Spragge, V. C.*, dissenting.]

Harvey v. Smith, 480.

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#### UNPATENTED LANDS.

See "Wild Land Assessment."

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#### VENDITIONI EXPONAS.

(ISSUED ON RETURN OF SPENT WRIT.)

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#### WARRANT (TREASURER'S.)

See "Taxes—Sale for."

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#### WILD LAND ASSESSMENT.

*Held*, affirming the judgment of the court below, that unpatented lands, though held by purchasers from the Crown who had paid a part of the price therefor, were not liable to assessment, although purchased from the Crown after June, 1853. [*Esten, V. C., dubitante.*]

The Corporation of the County of Simcoe v. Street, 211.

See also "Voluntary Payment."

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#### WILL—CONSTRUCTION OF.

A married woman, domiciled in Upper Canada, on the 17th December, 1828, made her will, the second paragraph of which was as follows: "I give, devise, and bequeath my house and property in St. Paul street, Montreal, left me by my former husband, *Michael Trudeau*, to my son *Allan*, with power to give an equal share to his sisters *Helen, Catherine* and *Harriet*, and to his brother *John*," and died shortly after the making of this will. On the 20th of March, 1842, her husband made and published his last will and testament, by the fourth and fifth clauses of which he devised lot No. 37 (the premises in question) to his son *John Watson Macdonell*, and lot No. 32 to his son *Alexander Roderick Macdonell*. By the 14th clause, he gave to his son *Allan* his watch, gold seal and gold ring. In a