about 235 acres. The agent also said that he intended to let the said farm as containing 214 acres only, that being the quantity it contained, excluding the two additional lots; and he offered to grant a lease of 214 acres at £500 rent, the other two lots having been already let to other parties. *Held*, that a lease for 214 acres should be granted at a rent reduced from £500, in the proportion of 214 to 235.—*McKenzie* v. *Hesketh*, 7 Ch. D. 675.

See COVENANT, 5; LEASE.

STATUTE.—See CONSTRUCTION, 1, 2.

SUB-LEASE.—See LEASE.

TRAMWAY.—See CONTRACT.

TRUST.

1. A testatrix left her property to her sister, and attached to it a precatory trust that the latter should leave it to K.'s "children, John, Sophia, and Mary Ann." *Held*, that in executing the trust, the sister could limit the shares of the daughters to their separate use. — *Willis* v. *Kymer*, 7 Ch. D. 181.

2. A sale and adjustment of a testator's property was made by trustees, under a decree of court, and years afterwards some of the residuary legatees, being minors, brought a bill by their next friend to have the sale set aside, on the ground that the adjustment was improper, and brought about by the fraud of one of the trustees. The bill was dismissed on its merits. *Held*, that as the minors' next friend could not respond in costs, the trustee charged with fraud, who appeared and defended, was entitled to costs out of the estate, as he had defended that, as well as his own character.—*Walters* v. *Woodbridge*, 7 Ch. D. 504.

3. Two trustees advanced money to A., a builder, on security of land purchased by A. of B., the defendant and one of the trustees, and which A. had built upon. The money was used partly to pay for the land, and partly to repay other sums which A. owed B. The plaintiff, the other trustee, knew that A. and B. had had business relations. A. went into bankruptcy; and the plaintiff filed a bill against B., his co-trustee, alleging that the security was insufficient, and asking that the property be sold, and that the defendant be held to make up the deficiency. Refused.—*Butler* v. *Butler*, 7 Ch. D. 116; S. C. 5 Ch. 554.

See DEVISE, 1, 3; POWER.

UNDERWRITER.—See INSURANCE, 2.

VENDOR AND PURCHASER.

The plaintiff purchased a piece of property, had the title examined by his solicitor, was advised that it was good, and completed the purchase. He subsequently discovered that certain parties were entitled to the flow of water through an underground culvert, the existence of which he was not informed of, and had not discovered in examining the title. *Held*, that after the execution of the conveyance, and completion of the purchase, he could not obtain compensation for such defect. — *Manson* v. *Thacker*, 7 Ch. D, 620.

See COMPOSITION; COVENANT, 5; SPECIFIC PERFORMANCE, 1.

VENDOR'S LIEN.

The respondents purchased of the appellants, at various times between Feb. 13 and June 1, 1876, parcels of tea imported by the latter, and lying in a bonded warehouse kept by them. At each transaction, a warehouse warrant, endorsed in blank, was given the purchasers by the appellants, stating that the tea had been warehoused by the appellants Jan. 1, 1876. Subsequently the appellants added to the blank endorsements the name of the respondents, thus making the goods deliverable to the respondents' order alone. Warehouse rent was charged by the appellants from Jan. 1, 1876, to the delivery of each lot, and paid by the respondents. The latter having become bankrupt before their notes given for the tea were paid, the appellants claimed a vendor's lien on the tea sold to the respondents and remaining in their warehouse. *Held*, that there had been no delivery, and the lien was good. — *Grice* v. *Richardson*, 3 App. Cas. 319.

VESTED INTEREST.—See WILL, 5.

WAIVER.—See COVENANT, 1. LEASE.

WAREHOUSEMAN.—See VENDOR'S LIEN.

WARRANTY.- See BILL OF LADING.

WILL.

1. A testator left £600 to the children of his daughter by any other husband than "Mr. Thomas Fisher of Bridge Street, Bath.." At the date of the will there was a Thomas Fisher living in Bridge street, Bath, who was married and had a son, Henry Tom Fisher, who sometimes lived with his father, and who had paid his addresses to the daughter, and, after the testator's death, married her. On the question whether their child was entitled to the £600, *held*, that evidence of the above facts was admissible to show who was meant by the testator.—*In re Wolverton Mortgaged Estates*, 7 Ch. D. 197.

2. C., by will, gave £12,000 in trust for his four daughters; as to £3,000 thereof to his daughter S. for life, and at her death to her children then living. If she left no child, the income was to be paid to the other daughters then living, and to the survivor or survivors; and, after the decease of the last surviving daughter, the £3,000 to be paid to the child or children of such last surviving daughter, and if there were no such children, the same was to "be paid to such persons as will then be entitled to receive the same as my next of kin," under the Statute of Distributions. A similar provision was made as to the share of each of the other daughters. S. died leaving issue. The other three daughters subsequently died without issue. On the application of the personal representative of the last survivor, *held*, reversing decision of BACON, V. C., that the time to ascertain the class of next of kin was the death of the testator, not the death of the last surviving daughter.—*Mortimer* v. *Slater*, 7 Ch. D. 322.

A testator recited that his son had become indebted to himself in various amounts, describing them, and bequeathed to the son said amounts, and released him from payment thereof, and of "all other moneys due from him to" the testator. By a codicil, he released to the son another sum, which the son had misappropriated after the date of the will. At the testator's death the son was indebted to him in other sums incurred after the date of the codicil. *Held*, reversing the decision of MALINS, V. C., that the will must speak from the testator's death, and the release applied to all debts incurred before that time. *Everett* v.