

## VOLUNTARY GRANTEE.

The testator—ninety years old—while residing with his son *W.*, executed a will, devising to his sons *W. & J.* all his real and personal estate. About a year afterwards, having removed to a distance, and while residing in the house of his daughter, where his son *T.* also resided, he executed a deed of all his real estate to *T.*, which recited that *T.* had agreed to pay him \$10 a month during his natural life; and this was the only consideration expressed for the conveyance, which was prepared by a solicitor on instructions given by *T.* On a bill filed by *W.* against *T.* and his sister, charging them with conspiracy, and impeaching the deed on the ground of fraud and undue influence, the Court [SPRAGGE, C.] although satisfied that no fraud or undue influence had been practised on the grantor, set aside the deed as the same had been executed without proper advice, but refused the plaintiff costs in consequence of the unfounded charges of fraud contained in the bill: and as against the female defendant dismissed the bill, with costs; the fact that the Court was of opinion that if the fullest explanations had been given to the father of the nature and effect of his deed he would still have executed it, making no difference in that respect as to what was required on the part of a voluntary grantee, which *T.* in effect was.

Lavin v. Lavin, 567.

## VOLUNTARY TRANSFER OF SHARES.

See "Street Railway," 1, 4.

## WARDEN AND TREASURER.

See "Sale for Taxes," 3.

## WARRANT, EVIDENCE OF.

See "Sale for Taxes," 1.

## WEIGHT OF EVIDENCE.

See "Varying Written Instrument by Parol."