

Held, that W. M. took a life estate, with remainder in tail male, to his first and other sons successively, according to priority of birth, and failing male issue, with a further remainder to his daughters. And though circumstances might arise in which W. M. would have an estate in tail by way of remainder after the intermediate limitations to his first and succeeding sons, yet he could not so deal with that ultimate remainder as to divest their right to take as purchasers. *Riddell v. McIntosh et al.*, 606.

WITNESS.

See EVIDENCE.

WORDS, MEANING OF.

"*Per.*"—*See* CORPORATIONS, 1.

"*Creditors.*"—*See* FRAUDULENT CONVEYANCES, 3.

"*Grandchildren.*"—*See* WILL, 4.

"*Effects.*"—*See* WILL, 4.

WORK AND LABOUR.

Building contract—*Penalty or liquidated damages*.—To an action for the balance due under a building contract, the defendant set up as a defence that by the contract the plaintiff was to build the house and have the same completely finished and ready for the defendant's occupation by a named date, "under a penalty of \$5 per day," to be paid by the plaintiff to the defendant, for each and every day the work on the said house remained unfinished after the said date; alleging that the work remained unfinished after the said date for a certain number of days, making an amount which the defendant claimed to deduct from the contract price.

Held, on demurrer, defence good: that the \$5, though called a penalty, were in fact liquidated damages.

Quere, whether a demurrer was the proper mode of raising the question, as some damages would be recoverable. *Chatterton v. Crothers*, 683.