real estate he had in the Province. *Held*, at the suit of a creditor whose debt accrued before the settlement, that the settlement was void as against creditors.

<div align="right">King v. Keating, 29.</div>

2. 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.

<div align="right">Fraser v. Rodney, 154.</div>

3. It is essential, to the validity of a deed of gift in favor of a person occupying towards the grantor a relation of trust and confidence, that the grantee should show that the grantor had competent and independent advice in the transaction.

<div align="right">Dawson v. Dawson, 278.</div>

4. An agreement may be allowed to stand although a voluntary deed arising out of it may be set aside.

<div align="right">Delesdernier v. Burton, 569.</div>

VOLUNTARY SETTLEMENT.

1. When a debtor makes a voluntary settlement under circumstances that render it void as against creditors, the grantee is not entitled, as being in effect a surety for the debt, to hold the property exonerated from the debt, in consequence of time being given to the debtor, or of any like transaction that would free a surety from his liability in ordinary cases of suretyship.

<div align="right">King v. Keating, 29.</div>

2. At and before making a voluntary settlement of real estate the settlor stipulated verbally with the trustee that the settlor's son should receive all moneys receivable under it, and should accumulate and dispose of the same by investment or otherwise, and that the trustee himself should have no trouble or concern in the matter. The son accordingly received the rents for several years, and, without the knowledge of the trustee, misappropriated them :

Held, that the trustee was not liable to make good the loss.

<div align="right">Mitchell v. Richey, 88.</div>

3. A deed purporting to be a bargain and sale in consideration of £1000, and bearing date the day before the marriage of the