

the purchase money for the fifty feet had been paid, the court made the decree as prayed, with costs.

Howcutt v. Rees, 527.

See also "Practice," 4.

SUBSTITUTIONAL SERVICE.

Where, after committing a breach of an injunction, the defendant left the jurisdiction of the court, substitutional service of the notice of motion to commit the defendant for the contempt was ordered to be made on his solicitor.

TRAVERSING NOTE.

See "Practice," 9.

VOLUNTARY CONVEYANCE.

The plaintiff made a promissory note in favor of his father-in-law, which the bill alleged had been given with the express understanding that the principal should never be called in by the payee, notwithstanding which an action was afterwards brought by him on this note, and judgment recovered; the plaintiff thereupon executed a conveyance of his real estate to a third party, in order to defeat the judgment at law; and a bill was afterwards filed to have the grantee declared a trustee for the plaintiff, or for payment of the alleged purchase money. A demurrer thereto, for want of equity was allowed.

Bosenberger v. Thomas, 635.

WAREHOUSEMAN.

(RECEIPTS OF.)

Where a warehouseman had delivered warehouse or transfer receipts to a party for one thousand barrels of flour, and afterwards delivered out some portion thereof at the instance

of the party who had left it in his custody, on the understanding that the quantity so delivered out should be made up by other flour to be brought to his warehouse, and it appeared that such a course of dealing was in accordance with the usage of the trade, the court refused an injunction to restrain the delivery of flour subsequently brought by same party to the warehouse, although such latter flour had been assigned *bona fide* to the plaintiff, who had made advances thereon after it was stored, and although such flour had not been manufactured at the time of giving the warehouse receipts.

Wilmot v. Maitland, 107.

WIFE.

Semble—Wife entitled to a provision out of her equitable inheritance, the husband not maintaining her, and his assignee seeking the aid of the court to make her interest available. Gillespie v. Grover, 558.

WILL—CONSTRUCTION OF.

A testator devised all his property, real and personal, to his wife for life or widowhood and then directed the same to descend equally between his children, A., B., C., D. and E., their heirs (and assigns) lawfully begotten, and, in case of failure of issue, the same property, real and personal, to F., his heirs and assigns. *Held*, that the children took as tenants, in common with cross remainders, amongst them; and that B., C., D. and E. took the share of A., who died before the testator.

Heron v. Walsh, 606.