the bill the step-mother and her daughter had reasonably expected to come into the income, only the power in the father to appoint to a third wife should be set aside.—*Turner* v. *Collins*, L. R. 7 Ch. 329.

Vendor and Purchaser.

1. Four years after a conveyance, grantee brought a bill praying that a certain reservation in the deed might be corrected on the ground of mistake. Grantor denied the mistake, and died before making oath to his denial. *Held*, that as in the opinion of the court there was mistake, grantee might have the deed corrected or set aside.—*Bloomer* v. *Spittle*, L. R. 15 Eq. 427.

2. F. made a contract with P. to sell him a leasehold estate, with a stipulation that the purchase-money should be paid at different times, and that the deeds should not be delivered till the money was all paid. P. paid part of the purchase-money, and with F.'s consent made a lease of the premises. P. afterwards deposited his contract from F. with a bank as security for a debt due the bank from him, and at the same time made an agreement in writing to make "a valid assignment of my contract with F. . . by way of mortgage" for further security "upon request" of the bank. Notice of P.'s transaction with the bank was given F. by the bank, couched in the language of the above agreement, and F. acknowledged service thereof Two months after the time limited for the completion of the sale from F. to P., the latter paid the balance of purchase-money due, £10,000, and F. delivered the deeds of assignment to him. No notice was taken of the bank's claim. *Held*, that the agreement to assign to the bank upon request, amounted neither to an absolute assignment nor to an equitable mortgage, and that the notice to F. was insufficient to put him in the position of a trustee for the bank for the balance of the purchase money.—*Shaw* v. *Foster et al.*, L. R. 5 H. L. 321; s. c. L. R. 5 Ch. Ap. 604, *nom. McCreight* v. *Foster*.

See Auction; Contract, 4; Injunction, 3; Sale.

Vendor's Lien.—*See* Lien.

Verbal Agreement.—*See* Statute of Frauds, 1.

Vices du Sol.—*See* Liability of Builder.

View.—*See* Practice, 8.

Voluntary Deed.—*See* Deed.

Voluntary Settlement.—*See* Settlement.

Waiver.—*See* Landlord and Tenant, 1; Railway, 2.

War.—*See* Freight.

Waste, Impeachment of.—*See* Estate for Life.

Weekly Hiring.—*See* Contract, 2.

Wife.—*See* Evidence, 3.

Will.

1. Testator gave his real estate to one, and his personal to another. He had two shares in a navigation company, which was real estate; but some years before his death, by an Act of Parliament, the navigation company had been merged in a railway company, but testator had never either conveyed his navigation shares to the railway, or taken stock in the latter, though the Act gave the option. *Held*, that the shares were personal property.—*Cadman* v. *Cadman*, L. R. 13 Ev. 470.

2. About a year before his decease testator executed an instrument with due formality of a will, beginning: "I have given all that I have to" B. C., J. C., and H. C. One of the attesting witnesses was directed to take the paper to the trustee named "as soon as the breath was out of his (testator's) body." *Held*, a will, notwithstanding the words "have given," instead of "give."—*In the Goods of W. Coles*, L. R. 2 P. & D. 362.

3. A gift to a wife, "for the use and benefit of herself, and of all" testator's children, *held*, to make the wife and children joint tenants.—*Newill* v. *Newill*, L. R. 7 Ch. 253.

4. M. bequeathed a sum to trustees, to be applied "in aid of a Welsh church now in course of erection at A.," and the residue of her personal property "upon trust, to be by them applied in aid of erecting or endowing an additional church at A. aforesaid." There was a church at A., besides the Welsh church mentioned, and no immediate prospect of any other being built. *Held*, that the latter bequest was intended for any future church, and was not to be confined to any existing before testatrix's death, that the gift was not void under the Mortmain Act, but that it was doubtful whether the court would hold the fund indefinitely, or apply the doctine of *cy pres* to it, there being no reasonable prospect of carrying the purpose of the gift into execution.—*Swinnett* v. *Herbert*, L. R. 7 Ch. 232.

5. If a trustee named in a will is not required either expressly or by necessary inference to pay the debts of the estate, the court will not appoint him executor.—*In the Goods of Punchard*, L. R. 2 P. & D. 369.

6. A testator gave property to trustees in trust for his children, born or *en ventre sa mere* at his death; failing that trust, to such of his two brothers as should be living at the time of the said failure of said trust "ascertained." He left a widow, but no children were ever