up by introducing into the fabric fifteen per cent. of clay, which rendered the goods unmerchantable. The presence of the clay could not be discovered by an ordinary examination of the sample. *Held*, that, had there been no sample, a warranty of merchantable quality would have been implied, that the sale by sample excluded such warranty only with respect to matters discoverable by the sample, and that an action on the implied warranty could therefore be maintained.—*Mody* v. *Gregson*, Law Rep. 4 Ex. 49.

Watercourse—*See* Action.

Way—*See* Injunction, 1, 2; Landlord and Tenant, 4; Negligence, 1.

Wife's Equity

A married woman is not entitled to any equity to a settlement, till her debts incurred before her marriage have been provided for.—*Barnard* v. *Ford*, Law Rep. 4 Ch. 247.

Will.

1. A will made by a seaman serving on board a naval ship, whilst she was permanently stationed in Portsmouth harbor, is the will of a seaman "being at sea," within 1 Vict. c. 26, s. 11.—*Goods of M'Murdo*, Law Rep. 1 P. & D. 540.

2. A. wrote out a will in the presence of M., read it aloud to him, and gave him a paper enclosed in an envelope, saying it was a copy of the will. On the same evening, A. wrote to M., that he had executed the will and appointed him executor. It was proved that A. executed a will about that time. The will could not be found at A.'s death. *Held*, that A.'s declarations at the time he made the will, and his letter to M., were admissible to prove its contents.—*Johnson* v. *Lyford*, Law Rep. 1 P. & D. 546.

3. A will contained several unattested interlineations, most of them single words, each of which was required to complete the sentence to which it belonged. They were apparently written with the same ink and at the same time as the rest of the will; but at the time of execution the body of the will was covered up by the testatrix, so that the witnesses could not see it. The court *held* that it was not bound to presume that these interlineations were made after execution, and it included them in the probate.—*Goods of Cadge*, Law Rep. 1 P. & D. 543.

4. The words in a will, "What is left, my books, and furniture, and all other things, I wish to be divided" among A., B., and C., are sufficient to carry the residue.—*Ib.*

5. A testator directed that all the charitable legacies given by him should be paid out of his pure personal estate, and he gave the residue of his real and personal estate to A. The only real estate was land in Madeira, which was sold under order of the court. *Held*, that the proceeds of the Madeira estate must be considered pure personalty, and that the pure personalty was exempted from contribution towards the payment of debts, of funeral expenses, and of costs of the administration suit. *Beaumont* v. *Oliveira*, Law Rep. 6 Eq. 534.

6. Testator gave the income of a fund to his wife for life, on her death the fund to be divided among his "children then living or their heirs." *Held*, that the "heirs" of the children who predeceased the wife (included two who were dead at the date of the will) were entitled to share along with children who survived her; (2) that by "heirs" were meant statutory next of kin; (3) that such next of kin were to be ascertained, in the case of children, who survived the testator, at the time of the death of each child, but in the case of children who predeceased the testator, at the time of the testator's death.—*In re Philps's Will*, Law Rep. 7 Eq. 151.

7. Testator gave his real and personal estate to his son D. (a lunatic), and to D.'s mother; "she to hold all in trust for him, with power to appropriate such sums as may not be necessary for her support and his, to her other son and daughter, J. and A., but so that they are employed for their support, and not to be risked in any way that would involve the destruction of the capital. And I direct that whatever may be preserved till the death of my wife be so placed in trust that D. may always be provided for, and J. and A., both of which I appoint trustees to this my will, together with my wife, that they may have a voice in such arrangements as may be needful; but in case of bankruptcy or insolvency, they to have no power over the property beyond its legal vestment for conveyance, &c., but to depend on their mother during her life to do for them what may be proper, and after her decease to receive its income, and after their decease their heirs." The wife died before the testator. *Held*, that (subject to making a due provision for D.), J. and A. were jointly entitled to the real estate in fee and to the personal estate for life. As to who was entitled to the personal estate after the death of J. and A., *quære*.—*Herrick* v. *Franklin*, Law Rep. 6 Eq. 93.