Vendor and Purchase of Real Estate.—*See* Damages; Principal and Agent, 1; Receiver.

Voluntary Conveyance.—*See* Charge.

Wager.—*See* Racing Debt.

Waiver.—*See* Confirmation.

Warranty.

Two directors of a mining company notified the company's bank by a letter that they had authorized C. to draw cheques on account of the company. The company's account was then overdrawn, and the bank, on the faith of the letter, honored the cheques so drawn by C. In fact C. had no such authority, but no fraud was charged. *Held*, in an action by the bank against the two directors, that there was an implied warranty on the part of the directors that C. had authority to draw cheques upon which an action of assumpsit would lie. —*Cherry* v. *The Colonial Bank of Australasia*, L. R. 3 P. C. 24.

Waste.

Certain real estate was devised to Richard B. for life, remainder to his first and other sons successively in tail-male, remainders to William B., Thomas B, and J. L. W., successively for life, and their first and other sons in tail-male, remainder to the heirs of the testator. Richard B. entered and took the profits during his life, and died without issue. By his will, he devised his real estate, which included the reversion in fee, to William B., whom he appointed executor. William B. took the profits during his life, and died without issue, appointing the defendant executor. The bill was brought by Thomas B., and alleged waste by Richard B. and William B, the first two tenants for life, and prayed for an account and payment. It was found by the court that during their lives there had been inconsiderable cuttings of wood not timber on the estate. *Held*, that a remainder-man, who is not entitled to an immediate estate of inheritance in remainder, can maintain a bill for waste where there is fraudulent collusion between the tenant for life and the owner of the inheritance; but where the tenant for life and remainder-man are the same person, the acts must be such as would amount to fraud and collusion had there been two persons.—*Birch-Wolfe* v. *Birch*, L. R. 9 Eq. 683.

Way.—*See* Commitment; Highway; Receiver.

Wife's Separate Estate.

Real estate was conveyed to the use of a married woman for her own separate use and benefit exclusive of her husband, and she by a written agreement demised it to the defendant. *Held*, that in equity the defendant was entitled to protection against any interference of the husband.—*Allen* v. *Walker*, L. R. 5 Ex. 187.

See Husband and Wife, 1.

Will.

1. A testatrix gave property "in trust for such of M. P.'s own family or next of kin, and in such parts as M. P. should appoint." M. P. appointed a share to her grand-niece. *Held*, that the word "family" was not confined to the statutory next of kin, and would include a grand-niece.—*Snow* v. *Teed*, L. R. 9 Eq. 622.

2. A testator devised lands to trustees to the use of Robert Gillett, the fourth son of George Henry Gillett, and his heirs, in case he should attain the age of twenty-one years; but if he should die under that age, then to the use of the fifth son and his heirs, in case he should attain the age of twenty-one; if he should die under that age, then to the first son after the fifth who should attain twenty-one. George Henry Gillett had seven sons; Robert Henry Gillett was the third, and John William Gillett the fourth, and both attained twenty-one. *Held*, that Robert was the one intended to take, although erroneously described as the fourth son; and if he had died under twenty-one the estate would have gone to the son next in order of birth.—*Gillett* v. *Gane*, L. R. 10 Eq. 29.

3. Bequest by testator upon trust for his daughter for life, and after her death, if she shall leave issue, unto such, her issue, share and share alike, if more than one, when and so often as they shall severally attain twenty-one, and to apply the dividends meanwhile for their maintenance. His daughter had four children, and all attained twenty-one; three died before her, and one survived. *Held*, that the gift to the issue was intended for such only as survived the daughter, and that the one survivor took the whole.—*In re Watson's Trusts*, L. R. 10 Eq. 36.

4. Testator gave all his property, real and personal, to his wife, so long as she should continue his widow, and upon the decease or second marriage of his wife he gave his real and leasehold estates, and his personal estate and effects then remaining unconsumed, to his children and their heirs, with the proviso that, if all his children should die "before attaining a vested interest" under the will, then the property should go in equal shares to the next of kin of the testator and next of kin of his wife. The testator left one son, who died a bachelor. The wife afterwards married and