

DIGEST OF THE ENGLISH LAW REPORTS.—REVIEWS.

and that, at the time of the second assignment, they exceeded his assets by £10,726. A creditor, whose debt was contracted after the first but before the second assignment, filed a bill for a declaration that both said assignments were void. No creditor was before the court whose debt was contracted before the first assignment. *Held*, that both said assignments were fraudulent against the plaintiff and other creditors, and void.—*Taylor v. Coenen*, 1 Ch. D. 636.

VOYAGE.—See INSURANCE, 2.

WAGER.

The plaintiff agreed with A. that if he should prove the curvature or convexity to and fro of the surface of any canal, river, or lake, by actual measurement and demonstration to the satisfaction of W., then A. was to receive the sums which the plaintiff and A. had deposited with W. to abide the issue. W. decided in favor of A.; and the plaintiff objected to this decision, and demanded back his deposit. By statute, no suit shall be brought to recover any sum of money alleged to be won upon any wager, or which shall have been deposited in the hands of any person to abide the event of any wager. *Held*, that said agreement was a wager, and that the plaintiff was entitled to recover back his deposit from W.—*Hampden v. Walsh*, 1 Q. B. D. 189.

WAIVER.—See LEASE, 1.

WARRANTY.—See DAMAGES; INSURANCE, 4.

WAY.

A road to a farm house, farm-lands, and a piece of woodland, had been used immemorially for agricultural purposes. About thirty years before the filing of the bill in this case, a wing was added to the farm-house and a new stable built, and the materials together with sand and gravel were carted over said road; and a few years later the farm-house was altered from a clay tenement into a brick cottage, and the materials carted over the road; the road was also used by persons having the right of shooting on the farm. The tenant of part of said farm-lands prepared to build a house on his land, and a bill was filed praying an injunction. *Held*, that the tenant had no right of way for carting materials for the proposed new house.—*Wimbleton and Putney Commons Conservators v. Dixon*, 1 Ch. D. 362.

WILL.

1. Certain alterations in a will bore date prior to the date of the will. *Held*, that, in the absence of further evidence, the alterations must be presumed to have been made after the date of the will, and must be rejected.—*In the Goods of Adamson*, L. R. 3 P. and D. 253.

2. A testator wrote his will in his own handwriting, and concluded it with the words, "Signed, published, and declared by the said Thomas Pearn, the testator, as and for his last will and testament, in the presence of us," &c. The testator in the presence of two witnesses, said that he wrote said clause and the whole will, and the witnesses signed the

will. There was no signature to the will other than that in said attestation-clause. *Held*, that the will was duly executed.—*In the Goods of Pearn*, 1 P. D. 70.

3. A testator directed his residuary real estate to be sold, and the proceeds divided among twelve persons. The testator made a codicil, directing that certain real estate purchased after the date of the will should be disposed of as directed by the will as to said residuary estate. This codicil was attested by A. and B., two of said residuary devisees, after the passage of the Wills Act, which made void devises to attesting witnesses to wills. Subsequently the testator made a second codicil, which he described as a codicil to his last will, but which made no reference to the first codicil. *Held*, that the second codicil did not operate as a re-execution of the first codicil, and that consequently the two-twelfths of the real estate which would have gone to A. and B. under the first codicil, if it had been properly attested, fell into the residue, and must be divided between said twelve residuary devisees.—*Burton v. Newbery*, 1 Ch. D. 234.

4. A will contained a devise of lands to "Elizabeth Ely, her heirs and assigns for ever." Through the words, "Ely, her heirs and assigns for ever," a line had been drawn as if by a pen, and above the erased words was written the word "Ely." *Held*, that there was a revocation of a clause within 29 Car. 2 c. 3, sect. 6; and that the devise was of an estate for life only.—*Swinton v. Bailey*, 1 Ex. D. 110.

See CONDITION, 1; CHARITABLE BEQUEST; DEVISE; ELECTION, 1; EXECUTORS AND ADMINISTRATORS; ILLEGITIMATE CHILDREN; LEGACY; MARSHALLING ASSETS.

WORDS.

"Building."—See COVENANT.

"Composition."—See BANKRUPTCY, 9.

"Dwelling-Place or Shop."—See DWELLING-PLACE.

"Let."—See LEASE.

"Maintenance and Support."—See TRUST.

"Parishioner."—See PARISHIONER.

"Suffering."—See GAMING.

REVIEWS.

LEADING CASES IN CONSTITUTIONAL LAW.

By Ernest C. Thomas, Bacon Scholar of Gray's Inn; late Scholar of Trinity College, Oxford. London: Stevens & Haynes, Bell-yard, Temple Bar. 1876.

This is a neat little volume of about one hundred pages, founded apparently on the success of Indermaur's Epitome of Leading Cases at Common Law and Equity. We can fancy, however, that it has been much more difficult to compile,