

latter point Smith, L.J., expresses some doubt. The court was unanimous that Bruce, J., was right in holding that the oral agreement for the extension of the term beyond the year was invalid under the Statute of Frauds. Smith, L.J., points out that the plaintiff's difficulty in regard to the notice to quit was occasioned by his having omitted to insert the usual words in the notice, "or at the expiration of the year of your tenancy, which shall expire next after the end of one-half year from the service of this notice."

EVIDENCE—ADMISSION—PRESUMPTION OF CONTINUANCE OF FACTS ADMITTED.

*Brown v. Wren*, (1895) 1 Q.B. 390, is a case which involves a somewhat curious point in the law of evidence. The action was for the price of goods supplied to a firm, and it became necessary to prove that William Wren was a member of the firm at the time the goods were sold at various dates between June, 1893, and February, 1894. The only evidence offered on this point was a letter written by William Wren on January 2nd, 1893, to a third person (a banker), in which he stated, "I have not banked any money for the last eight months, as I have dissolved partnership with my brother last April." The County Court judge who tried the action ruled that the letter must be taken as a whole, and that the implied admission that William Wren had once been a partner could not be separated from the statement that the partnership had terminated before the goods were supplied. The Divisional Court (Wills and Wright, JJ.), however, unanimously reached an opposite conclusion. They held that the letter contained an admission that William Wren was a partner in the firm in April, 1892, and it must be presumed that the partnership continued unless the contrary were proved; and that though the statement that it had been then dissolved was evidence in the defendant's favour, yet it was a question for the jury to say what weight was to be attached to it; and a new trial was therefore directed.

MISTAKE—MONEY PAID UNDER COMPELSION OF LEGAL PROCESS—ACTION FOR RECOVERY OF MONEY PAID UNDER COMPELSION OF LAW.

In *Moore v. Fulham*, (1894) 1 Q.B. 399, the plaintiff unsuccessfully sought to recover money paid under mistake, under pressure of legal proceedings. The defendants had issued a summons to recover a certain proportion of certain street