

DIGEST OF ENGLISH LAW REPORTS.

WARRANTY.—See PUBLIC EXHIBITION.

WAY.

Semble, an action can be maintained for an injury arising from the non-repair of a highway by a parish, only where the right has been exceptionally given by the legislature to persons sustaining an injury in a particular district.—*Gibson v. Mayor of Preston*, L. R. 5 Q. B. 218.

WILL.

1. The testator requested one person to attend and witness his will, and another to witness a paper. They both attended at the time and place appointed, when the testator produced a paper so folded that no writing on it was visible, and informed them that in consequence of his wife's death it was necessary to make a change in his affairs, and he asked them to sign their names to it, which they did. The testator did not sign in their presence, nor did they see his signature. The paper had an attestation clause upon it, in the handwriting of the testator, not quite in the ordinary terms, but showing knowledge of what forms were required in executing a will. *Held*, that the will was properly executed.—*Beckett v. Howe*, L. R. 2 P. & D. 1.

2. G. made a will, and with it a paper of directions to executors to form a part of it. By a later will, revoking all former wills and codicils, his executors were to dispose of all the chattels in the rooms occupied by G. at the time of his decease, "according to the written directions left by me, and affixed to this my will." There were no such directions affixed; but the above paper was found in G.'s private room. *Held*, that it could not be included in the probate.—*Goods of Gill*, L. R. 2 P. & D. 6.

3. At the foot of his will, the deceased duly executed in the presence of two witnesses a memorandum that "this will was cancelled this day," &c. *Held*, that this was not a will or codicil, but only a "writing" (1 Vic. c. 26, s. 20), which could not be admitted to probate.—*Goods of Fraser*, L. R. 2 P. & D. 40.

4. "Being obliged to leave England to join my regiment in China, . . . I leave this paper containing my wishes. . . . Should anything unfortunately happen to me whilst abroad, I wish everything that I may be in possession of at that time, or anything appertaining to me hereafter, to be divided," &c. The deceased returned from China to England. *Held*, that the above will was conditional on the party's death in China.—*Goods of Porter*, L. R. 2 P. & D. 22.

5. "I appoint my nephew, J. G., executor."

There were living at the date of the will a son of the testator's brother, and a nephew of the testator's wife, both named J. G. He hardly knew of the former, while the latter lived with him, managed his business, and was always spoken of by him as his nephew. *Held*, that, as the word "nephew" in a popular sense applied to the latter, the above facts could be considered in interpreting it.—*Grant v. Grant*, L. R. 2 P. & D. 8.

6. A testator left all his property to two persons, whom he appointed executors (one being a neighboring farmer, the other a surgeon, called in during his last illness to make the will), "in and for the consideration of" paying over the rents and profits to his wife for life: *Held*, that the executors did not take beneficially, but that the estate, subject to the widow's life-interest, was undisposed of.—*Bird v. Harrie*, L. R. 9 Eq. 204.

7. A woman, after a Scotch divorce, invalid in England, and before the death of her husband, made a will purporting to dispose of her separate property. Her estate was about £800, consisting in part of savings from an annuity settled on her, her executors, &c., for life, by her husband after marriage, and in part of a legacy paid to her after the divorce. Her husband died, but she did not republish the will. Probate was granted, limited to the separate estate of the deceased; the applicant to file an affidavit, stating of what, in his belief, it consisted.—*Goods of Crofts*, L. R. 2 P. & D. 18.

8. A. devised his lands in trust for W., the eldest son of A.'s brother, B., in tail; then for the first and other sons of A.'s brother, C., in tail; then for the first and other sons of A.'s brother D. in tail; then for the second and other sons of B. in tail. He empowered his trustees to grant leases "during the minority of any infant tenants in tail," "or other persons for the time being entitled," and to manage the estates, &c., during the minority of any tenant for life, in tail, or in fee, "entitled to the present possession." A. also left a residuary fund to his nephews and nieces living at his decease, except W., "or others the person or persons entitled" to the lands. W. died before A., an infant, and unmarried. B. died unmarried after A. The second son of B. was now of age, and tenant in tail expectant on the death, without sons, of C., who was sixty-eight, and unmarried. There were other nephews and nieces of A. *Held*, that B.'s son was not so "entitled" to the lands