

*Davies v. Snead.*—The Defendant mentioned to the rector of her parish a rumour that she had heard publicly uttered, impugning his conduct and the conduct of his solicitor, the plaintiff, in the administration of a certain trust. The plaintiff having brought an action of slander against the defendant, the jury found that the words complained of were spoken *bonâ fide* and without malice, under the belief that it was important for the defendant's rector to know the rumour in order that he might clear his character :

Held : that, upon this finding, the communication was privileged, and that the privilege extended to the alleged slander of the plaintiff, as the communication could not be made without mentioning him. 5 L. R., Q. B. 608.

*Maillard v. Page.*—The defendant accepted the plaintiff's draft at six months, and the plaintiff agreed in writing to renew the bill, if circumstances should prevent the defendant from meeting it at maturity. The defendant made no application for renewal during the currency of the bill ; but on the plaintiff's presenting it for payment shortly after it became due, he claimed to have it renewed according to the agreement, circumstances having, in fact, prevented him from meeting it. In an action on the bill :

Held (Cleasby, B., dissenting) C. Ex. : that the defendant was not bound to apply for a renewal during the currency of the bill ; but that it was sufficient if he did so within a reasonable time after it became due. L. R., C. Ex., 312.

*Frost v. Knight.*—The defendant promised to marry the plaintiff so soon as his (the defendant's) father should die. During the father's lifetime, the defendant refused absolutely to marry the plaintiff. The plaintiff sued for breach of promise, the defendant's father being still alive :

Held (Martin, B., dissenting) : that the principle of *Hochster v. De la Tour*, was not applicable to the case of a promise to marry, and that no breach had been committed, 5 L. R., Ex., 322.

*Bell v. Fothergill and others.*—On the death of the deceased a will was found, the signature to which had been cut out, but gummed on to its former place. The will had been in the custody of the testator up to the time of his death. Declarations of the deceased made subsequent to the date of the will were proved of an intention to benefit his wife by will. No other will was forthcoming.

Held : that the presumption that the deceased cut out the signature *animo revocandi* was not rebutted, and that the gumming on the signature in its original place did not revive the will. 2 L. R., P. & D., 148.

*Hawkins v. Allen.*—A lady gave a cheque for £5,000 to the surgeon who attended her, to be laid out in the erection, establishment, and support of an hospital. The money was invested by the surgeon in