

Injunction—Railway Company—Inequality of Charge for "Packed Parcels."—The plaintiff, a "packed parcel" carrier, having been charged by the defendants, and having paid to them under protest, a sum for the carriage of his packed parcels beyond the sum charged by them to certain wholesale houses, for the carriage of goods of a similar description, brought an action against them to recover the amount of the overcharge, and obtained a verdict, which was afterwards upheld in the Exchequer Chamber, upon argument of a bill of exceptions. The defendants continued, however, to make the same charges, and to receive the same sums of money from the plaintiff for the carriage of his goods, as before, and he therefore issued a fresh writ to recover the money paid by him during another and more recent interval of time. After issuing the writ, he applied, under the provisions of the Common Law Procedure Act, 1854, (17 & 18 Vict. c. 125,) ss. 79, 82, for an injunction to restrain the defendants from charging him for the carriage of his goods, "otherwise than equally with all other persons, and after the same rate, in respect of goods of the like description under the like circumstances:"—

Held, that the case was not one in which the Court would exercise their statutory power to grant an injunction. *Sutton v. The South Eastern Railway Co. Ex. 32.* Pollock, C. B. observed, "I think we ought to be very cautious in dealing with this power which has been conferred upon us, in cases where there can be no appeal from our decision. . . . It is not true that the plaintiff has no other adequate remedy. He can recover his money back again, and, as I think, can recover it back with interest. The inconvenience, moreover, of granting this injunction might be very considerable; and by doing so, we should not effect any advantage to the plaintiff. . . . It is much better that the plaintiff should appeal at once to a jury, directly and not indirectly, for any infringement of his rights which he may have suffered."

PROBATE, MATRIMONIAL AND DIVORCE.

Will—Execution—Position of Testator's Signature.—A will ended on the middle of the

second page of a folded sheet of paper, and the rest of the page was in blank. The attestation clause and the signatures of the testator and the attesting witnesses were written on the third page, the signature of the testator being opposite to the clause appointing executors, the attestation clause being written beneath the signatures and ending opposite to the concluding words of the will, and the signatures of the attesting witnesses being at the bottom of the attestation clause:—*Held*, on motion, that the signature was so placed beside or opposite to the end of the will, that it was apparent on the face of the will, that the testator intended to give effect by such his signature to the writing signed as his will, and that the will was therefore entitled to probate under 15 Vic. c. 24, s. 1. In the Goods of Williams, P. M. & D., p. 4.

Will—Ambiguity—Parol Evidence—Mistake.—A testator duly executed a will and five codicils. The fourth codicil revoked the three preceding codicils, and the fifth codicil confirmed the will and the four codicils. Parol evidence was admitted to explain the ambiguity of these codicils, and it was proved that the confirmation of the will and four codicils contained in the fifth codicil was a mistake, the intention of the testator being to confirm the will and the fourth codicil. Probate was granted, on motion, of the will and the fourth and fifth codicils only. In the Goods of Thompson, P. M. & D. p. 8. Sir J. P. Wilde said: "There is sufficient ambiguity in the codicils to let in parol evidence to explain it, and on that evidence I will grant probate of the will and the fourth and fifth codicils only."

Seaman's Will—Surgeon in the Navy.—A surgeon in the navy was invalided at a foreign station, and wrote a letter at sea, on board a steam-ship, on which he was a passenger homewards, containing directions as to the manner in which he wished his property to be disposed of:—

Held, first, that a surgeon in the navy was a mariner or seaman within the provision contained in 29 Car. 2, c. 3, s. 23, and 1 Vict. c. 26, s. 11, exempting mariners or seamen, being at sea, from making formal wills.