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IN our comments on *Jones* v. *Simes*, *ante* p. 327, we find we were in error in saying that there was no Ontario Rule similar to the English Rule 482. It appears that in the Consolidated Rules this omission was supplied by a new Rule, 680, which is in similar terms to the English Rule 482. Even before Rule 680 was passed, it appears that the Queen's Bench Divisional Court in *Stalker* v. *Dunwich*, 15 Ont., 342, held that, following the rule of equity, in the case of continuing damages they should be assessed down to the date of the assessment.

IT does not always follow that because a judge pronounces a certain view of the law on a particular subject to be "unquestionable" that it is really so. In 1870 Strong, V.C., considered it "beyond all question" law, that where a creditor writes a letter to his debtor requesting him to pay the amount of his indebtedness to a third party, such a letter is not a bill of exchange but a good equitable assignment of the debt: *vide Robertson* v. *Grant*, 3 Chy. Ch. R. 331; but twenty years later we have the Court of Appeal coming to a unanimous conclusion that such a letter is not an equitable assignment, but a bill of exchange, and, therefore, not enforceable against the debtor unless accepted by him: *Hall* v. *Prittie*, 17 Ont. App., 306. Such cases exhibit the difficulty a practitioner is often in, when called on to advise a client as to his legal rights.

WILLS AVOIDED BY MARRIAGE.

The first clause of section 20, R.S.O., chapter 109, is a dangerous pitfall, and should be fenced in and marked "Beware, Danger." A person on the eve of matrimony makes a will leaving all to the dear one who is soon to become so near; the marriage follows, and "amazement" is the end, as it is of the Anglican service, for the priestly benediction revokes the will. The wedding journey is begun, the railway collision comes, one—the testator—is taken, the other left; and the survivor finds that the very ceremony, the expectation of which was the reason why the dear departed made such a will, is the very cause of the revocation and destruction of the document, "and becomes the wictim o' connubiality, as Blue Beard's domestic chaplain said, with a tear of pity, ven he buried him."

Surely this was never intended. To revoke a will in any other way the *animus revocandi* must be present, but in the case we put the marriage is merely carrying out the intention in the mind of the testator when the will is made, and