**WILL**—EXECUTION—DISCREPANCY BETWEEN ATTESTATION CLAUSE AND AFFIDAVIT OF ATTESTING WITNESS.

*In the goods of Moore* (1901) P. 44, probate of a will was granted without citing the next of kin under the following circumstances. The will was holograph and the various bequests were written on the first page, at the foot of which there was a space. Over leaf on the second page was the signature of the testator and an attestation clause stating it was "signed and delivered" in the presence of witnesses. One of the attesting witnesses made affidavit that on the date of the will the testator called her and the other attesting witness into the room where he was, the will being on a table before him and the ink of his signature to the best of her belief still wet, and he said "I want both of you to sign this," which they did without seeing whether anything was written on the first page. Jeune, P.P.D., though doubting whether the next of kin ought not to be cited, nevertheless allowed probate to go.

**WILL**—CANCELLATION OF WILL UNDER ERRONEOUS IMPRESSION OF TESTATOR AS TO EFFECT OF AN EARLIER SETTLEMENT—PROBATE OF CANCELLED WILL.

In *Stamford* v. *White* (1901) P. 46, a testator on making a will in 1895 cancelled a previous will made in 1882, under the erroneous belief that funds comprised in a settlement would in the absence of certain provisions of the will of 1882 be equally divided amongst the children of his first marriage. The will of 1895 was revoked and a new will made in 1896 together with two codicils in which the settled funds were not mentioned. Under these circumstances Jeune, P.P.D., granted probate of the will and codicils of 1896 together with the will of 1882 as a subsisting testamentary document, notwithstanding its cancellation by mistake.

**COMPANY**—DIRECTORS—QUORUM—ARTICLES OF ASSOCIATION.

*In re Bank of Syria* (1901) 1 Ch. 115, the Court of Appeal (Lord Alverstone, C.J. and Rigby and Williams, L.JJ.,) have affirmed the decision of Wright, J., (noted ante vol. 36, p. 629), but have reversed him on a point not referred to in that note, viz., as to the right of one of the directors who had paid off a part of the debt to stand in the shoes of the creditor. Wright, J., held, that having notice of the irregularity in incurring the debt, he could not stand in the creditor's position, but the Court of Appeal held that he could.