

PROBATE—WILL—REVOCATION—WILL EXECUTED UNDER MISAPPREHENSION OF ITS LEGAL EFFECT.

*Collins v. Elstone*, (1893) P. 1, reminds us of the well-known toast at Bar dinners: "To the testator who makes his own will," and suggests the propriety of an amendment so as to include the testator who employs an amateur conveyancer to draw it. In this case the testatrix left two wills, and a codicil to the first will. The second will, which only disposed of a small policy of insurance on the testatrix's life, was prepared on a printed form by one of her executors. It contained a clause revoking all former wills. The testatrix, not wishing to revoke her former will, objected to the presence of this clause; but being informed by the amateur scribe that as the second will only related to the life insurance policy the revocation clause would not apply to the former will, and that to make an erasure might invalidate the will, she relied upon the assurance, and executed the second will. It is almost needless to say that the President was compelled to hold that the revocation clause could not be struck out, thus adding one more to the many cases of persons being made intestate against their will.

PROBATE—WILL, EXECUTION OF—1 VICT., c. 26, s. 9—(R.S.O., c. 109, s. 12).

*Wyatt v. Berry*, (1893) P. 5, is a decision of Barnes, J., founded on *Hindmarsh v. Charlton*, 8 H.L.C. 160, refusing probate of a will on the ground of want of proof of its due execution. The facts proved were that the testator produced his will first to one witness only, told him that it was his will, and asked him to put his name as a witness, which he did. Later in the day he called in another witness, and in the presence of both he again acknowledged the will in their presence; the second witness then signed it in presence of the first witness, who did not sign his name again. It was held that this was not a sufficient attestation under the statute 1 Vict., c. 26, s. 9 (R.S.O., c. 109, s. 12), inasmuch as the first witness had failed to sign his name as a witness after the will had been acknowledged in the presence of the two witnesses.

ESTOPPEL—COVENANT RUNNING WITH THE LAND—LEGAL ESTATE—CONVEYANCE OBTAINED BY FRAUD.

*Onward Building Society v. Smithson*, (1893) 1 Ch. 1, is a case arising out of a fraud which would hardly be possible under our system of registration of deeds. The facts which gave rise to the