

DIGEST OF ENGLISH LAW REPORTS.—CORRESPONDENCE.

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*Administration of Justice Act, 1873,
discussed.*

TO THE EDITOR OF THE CANADA LAW JOURNAL.

SIR,—The effect of the Act respecting the administration of justice is exciting observation in legal circles. It seems to me that one almost inevitable consequence of the increased equitable jurisdiction in the common law courts given by the Act, and which has been referred to in your valuable journal, will be to send into those courts a large amount of additional work. The temptation will then be very great to transfer all matters that savour of equity to the Court of Chancery, unless, indeed, there be some increase of judges at Common Law. It is becoming more evident at every Assize (and was notably so at the Fall Assizes in Toronto), that the present judicial strength of the Queen's Bench and Common Pleas is insufficient to overtake the vast development of litigation, which is the legitimate result of the exceeding prosperity of this Province. It is in my opinion necessary to add some members to the bench of both Common Law Courts if the legal business of the country is to be efficiently discharged. This necessity will be still more urgent if the Common Law Courts earnestly undertake and endeavour to make practically beneficial the large equitable powers entrusted to them by the Act of last Session.

Yours, &c.,

BARRISTER.

TO THE EDITOR OF THE CANADA LAW JOURNAL.

SIR,—I have read with interest, some excellent articles in the *Canada Law Journal*, on the Administration of Justice Act, 1873. I also noticed some timely observations on the Administration of justice in Toronto, in which prominent notice is given to a suggestion, to have separate concurrent sittings of the Civil and Criminal Courts of superior jurisdiction in Toronto.

The great objection to my mind is the want of a sufficient number of Judges. With an adequate number of Judges there would be no practical difficulty in

4. A testator gave instructions to his attorney to prepare his will, with particular directions as to his residuary personal estate. A will was drafted in which the word "real" was inserted instead of "personal" in the residuary clause, by mistake of the attorney, and in that form the will was signed. *Held*, that the alleged mistake could not be corrected.—*Harter v. Harter*, L. R. 3 P. & D. 11.

5. A testator made a will and codicil referring to the will by its date. The name of the executor appointed in the will was written upon an erasure. *Held*, that the declaration of the testator made before the execution of the codicil that he had appointed said person named in his will his executor was admissible in evidence.—*In the Goods of Sykes*, L. R. 3 P. & D. 26.

6. A testator executed a will in 1866 and a codicil thereto in 1871. In 1871 he executed a will revoking all other wills and codicils. In 1872 he executed a codicil to the will of 1866, concluding, "I confirm the appointment of my son as executor of my will and codicil." *Held*, that the will of 1866 was revived, but not the codicil of 1871.—*In the Goods of Reynolds*, L. R. 3 P. & D. 35.

7. A testator in a fit of delirium tremens destroyed his will. The pieces were preserved and the testator subsequently observed that he must have been insane when he destroyed the will, and that he would make another. *Held*, that there had been no revocation of the will.—*Brunt v. Brunt*, L. R. 3 P. & D. 37.

8. A testator born in Ireland, but domiciled in Spain, executed a will in England, and several codicils in Spain, and a further codicil in England, confirming said will in whatever it did not clash with the codicil, which was to be considered as the testator's last will. *Held*, that the Spanish codicils were not revoked.—*In the Goods of De La Saussaye*, L. R. 3 P. & D. 42.

See APPOINTMENT; CHARITY; CLASS; CONDITION; ESTOPPEL; EVIDENCE; LIMITATION; PROBATE; TRUST; INDIRECT INFLUENCE; VESTED INTEREST.

WORDS.

"Costs to abide the event."—See COSTS, 2.

"Heirs."—See LEGACY, 1.

"Insanity."—See INSANITY.

"Nephews and Nieces."—See DEVISE, 1.

"Sickness."—See INSANITY.

"Specifically."—See DEVISE, 3.

WRIT.

The defendants were a Scotch railway company, having no part of their railway in England, but having running powers over an English railway to Carlisle. A writ was served at Carlisle on the defendants' booking clerk, who had no power beyond that of issuing tickets to passengers, and who was the only officer of the defendants in England. *Held*, that the writ was not served upon the company.—*MacKereth v. Glasgow and South-western Railway*, L. R. 8 Ex. 149.