M. R. STEVENSON v. ABINGTON.

Will—Construction—"Cousins"—"Issue"—State of family.

A gift was made by will to "my cousins (descendants from my father and mother's brothers and sisters) living at my death," sons at twenty-one, daughters at that age or marriage, "and such of the issue living at my death of any cousins of mine (descendants as aforesaid) who shall have died in my lifetime leaving issue living at my death;" males at twenty-one, and females at twenty-one, or marriage, "such cousins and issue if more than one to take equal shares *per stirpes*, so that the issue of any cousin dying in my lifetime shall take only the share the parent of such issue would have taken, if living, at my death, and attaining twenty-one, or being a daughter, attaining that age or marrying.

The testator made a codicil, by which he provided by name for all his first cousins who were alive at the date of the will, and excluded them from taking anything under the will.

Held, that the state of the family did not vary the construction to be put upon the will, and that the *primâ facie* meaning of "cousins"—namely "first cousins"—must be adopted, "issue" read "children."

L J. STOTT v. MEANOCK.

Practice—Claim—Petition of appeal—Evidence—certificate—Executor—Infant—Liability to account.

Appeals from orders made on claims are governed by the order of 12th July, 1858, and must be prosecuted by petition of appeal, and not by motion.

Where the chief clerk, by his certificate, has reserved for the consideration of the court, the construction to be placed on certain facts proved before him, and found by his certificate, the court will look at the evidence adduced before the chief clerk. An executor is not liable to account for personal estate of the testator, received by him during his infancy.

M. R. BENTLEY v. MACHAY.

Deed—rectification—Mistake—Testimony of parties seeking to be relieved—Evidence—Communication of effect to volunteers—Consideration—Separate Solicitor.

Two ladies agreed with several of their brothers to execute a deed, whereby the sum of £200 a year, a-piece, was to be secured to be paid by them for the benefit of another brother, who had not been so well provided for under their father's will. By the deed which was executed, carrying out such intention, the annual payments were directed to be paid during the lives of the donors, for the benefit of the wife and children of the brother, as well as of the brother himself. The annual payments were made to the brother for upwards of 14 years, when he died. Upon his death the two ladies discovered, as they alleged in their bill for the first time, that, by the terms of the deed, the annual sums were to be continued during each of their lives, in favour of their brother's widow and children; and, thereupon, they instituted this suit, praying to be relieved from the further operation of the deed, upon the ground that each of them, when they executed it, intended to allow the annuities in question, merely, during the joint lives of herself and her brother, and not for any longer period. The view of the intention of the parties, when the deed was executed, was not borne out by the evidence of other parties to the transaction.

Held, that there being no fraud and undue influence, the court could not relieve the plaintiffs from the effect of the terms of the deed.

The court will not, especially after it has been acted upon for a number of years, set aside a voluntary deed, or restrain its future operation on the ground of mistake in the parties who executed it, upon no other testimony than that of the persons who are bound by it, and who will benefit by its being destroyed or altered. Where a voluntary deed is executed in favour of persons, to whom its contents and effect is communicated by the donors or their agents and by them it is acted upon, the court cannot afterwards set it aside upon the ground that the donors did not intend it to operate to the full extent of its terms.

Where a deed is executed to carry out a family arrangement it is not material, upon the question of mistake as to its full effect on the part of the persons executing it, that no separate solicitor was engaged for them in connection with the transaction.

A deed carrying out a contract between A and B, that they will each grant an annuity to C (a volunteer)—*Query*, whether a purely voluntary deed?

L. J. LUCAS v. WILLIAMS.

Administration—Bill given by executor—Liability de bonis propriis.

Where an executor gives bills or incurs liabilities in respect of his testator's estate, and a suit is instituted for the administration of the estate, the court will not by a motion in the suit, restrain an action against the executor, in respect of such bills or liabilities.

M. R. CLARK v. MALPAS.

Vendor and purchaser—Health of Vendor—Undervalue—Haste—Absence of professional adviser—Pleading—Plaintiff no interest—Cross-interrogatories.

A purchase of freehold property, for an inadequate consideration, by a person who did not hold a fiduciary relation to the vendor, was set aside on the ground of haste, and the absence of independant professional advice and protection on the part of the vendor, an illiterate old man, the deed being executed by him only thirty-six hours before his death, and the consideration expressed in the deed being a weekly sum and a house to live in during his life, and the payment of a sum of money after his death to any person to whom he should appoint the same. Where a defendant has reason to believe that the plaintiff had before the institution of the suit, parted with all his interest in the subject matter, he should file cross-interrogatories to ascertain the fact, and if he simply takes the objection by answer, and no evidence is brought forward upon it, the court will not take notice of the objection.

REVIEWS.

NOTANDA IN LAW, EQUITY, BANKRUPTCY, ADMIRALTY, DIVORCE AND PROBATE CASES. By Tenison Edwards, Esq., of the Inner Temple, Barrister-at-law. London: Printed and Published by T. F. A. Day, 13 Carey Street, Lincolns Inn, W. C., 1863.

This promises to be a useful publication. Its object is to assist the practical lawyer in "noting up cases," and so at all times save him the necessity of "hunting up cases" through the many annual Digests since Harrison's Digest.

In the present state of the law it is unsafe to advise without reference, not only to standard text works, but to decided cases. If the question in hand is one bearing upon any well understood branch of law, reference is at once made to the standard text book which discusses that branch of law, but as no text work is 'put through" yearly editions it becomes necessary also to consult the annual digests subsequent to its date of publication. This is a task which year by year is becoming more laborious.

The real design of the publication before us is from time to time to furnish to the lawyer notes of late cases, so published that he can at once transfer them to his text book or copy of statutes according as the decision relates to a subject treated of in a standard text book, or has reference only to the construction of a statute perhaps of modern date. It is intended therefore that "Notanda" shall be "cut up" without compunction by every subscriber who desires to keep himself "posted up" in decided cases. The subscriber who regularly cuts up his copy and transfers the notes to the appropriate places indicated on the face of the notes, will save himself a