

in *Beamish v. Beamish*, 9 H.L.C. 274, it would seem that the part of the service at which the marriage becomes knit is "after affiance and troth plighted" between the parties, so that if the ministerial pronouncement should not happen to be given, the marriage would be complete and binding on the parties all the same. In Blunt's "Church Law," however (2nd edit., revised by Sir W. Phillimore, at p. 154), the view is taken that the marriage itself is legally completed by declaration of the priest.—*Law Journal*.

---

INSURABLE INTEREST—LIFE POLICY.—Two cases at Bolton have drawn attention to the peculiarities of insurance law. The landlord of an hotel in Bolton upon taking it over undertook also to take over and keep a man who was a general hanger-on about the premises. Subsequently an agent of an insurance company called upon the landlord and hinted that the hanger-on's life might be insured in his company. The landlord assented, the policy was granted, and all premiums regularly paid. Two years after the hanger-on died. The landlord now desired to obtain the value of the policy. The company offered £5 in settlement, but this was refused, and thereupon the landlord instituted proceedings against the company. The magistrates held, however, that he had no insurable interest in the deceased, and, though the company had profited by the premiums paid, they could not be made to pay the amount of the policy. The company claimed that they endeavored to conform to the law: but, looking at the fact that it had received these premiums, this seems hardly creditable. In another insurance case tried in the same place, where a man had insured his brother without his knowledge, and the executors sued for the amount of the policy, they were more successful, and the insurance society had to pay.—*Law Journal*.

---

WILL—"CHILDREN."—The case of *In re Baynham*, deceased, of which a report will be found in another column (*Ind. Jur.*, vol. xv., p. 413), should serve as a warning to testators, if, indeed, any warning will ever keep some testators from going wrong. The particular moral in this case is not to use lithographed forms of will, and, when you intend to benefit children who are not in the strictest sense your own, to make clear who are the real objects of your bounty. It does not follow that the court will always be able to carry out a testator's wishes although it is quite clear what he really meant. In this case a man of thirty-four married a woman of forty-three, who had children. She bore him no children, and some two or three years after the marriage he made a will on a lithographed form in which were the words "my children." He crossed out the "my" and put "our." It was clear he meant to intimate that he looked upon his wife's children as being as much his as hers. But the court, acting on well-established principles, was obliged to deprive these children of the benefits intended for them by their step-father. It is a pity that in so important a matter as making a will testators will not act on the principle of a cool and self-possessed undergraduate who was in for the Law and History School at Oxford,