

mentary paper be *partly* inconsistent with one of an earlier date, then such latter instrument will revoke the former, *as to those parts only*, where they are inconsistent." *Lemage v. Goodban*, 1 P. & D. 57.

*Will—Knowledge and Approval of its Contents.*—It is essential to the validity of a will, that at the time of its execution the testator should know and approve of its contents. *Hastilow v. Stobie*, 1 P. & D. 64.

*Will—Codicil.*—Where a will and codicil have been in existence, and the will has been revoked, the Court will not grant probate of the codicil, unless it is satisfied that the testator intended it to operate separately from the will. In the goods of *Greig*, 1 P. & D. 72.

*Adultery of Husband—Misconduct of Wife—Judicial Separation refused.*—In a wife's suit for dissolution the husband was proved to have been guilty of adultery, but of no other misconduct; and the wife was proved to have been guilty of cruelty, and of wilful separation from the husband before his adultery, and without reasonable excuse, and of wilful neglect and misconduct conducing to his adultery. The Court refused to grant a decree of judicial separation on the ground of the husband's adultery, and in the exercise of its discretion, dismissed the petition. *Boreham v. Boreham*, 1 P. & D. 77.

*Dissolution of Marriage—Prostitution of Wife by coercion of Husband.*—In a suit by a wife for a dissolution of marriage, it was proved that the husband had been guilty of adultery and of cruelty, and also that he had by threats and by personal violence coerced the petitioner into leading a life of prostitution, and had lived upon the money which she obtained by prostitution. The Court being satisfied that she had led this life contrary to her own will and desire, and in consequence of the coercion of the husband, exercised the discretion given to it, by dissolving the marriage, notwithstanding the wife's adultery. *Coleman v. Coleman*, 1 P. & D. 81.

#### CHANCERY APPEALS.

*Statute of Frauds—Agreement to make Will.*—Previously to a marriage the intended husband and wife agreed in writing, that the

husband should have the wife's property for his life, paying her £80 a-year pin-money, and that she should have it after his death; and they gave instructions for a settlement upon that footing. The settlement was accordingly prepared, when they agreed that they would have no settlement; the husband promising, as the wife alleged, that he would make a will giving her all her property. The marriage took place, and the husband made a will accordingly. After his death a subsequent and different will was found:—*Held*, that, under the circumstances, there was not within the *Statute of Frauds* any contract to make a will, and that there had been no part performance which would take the case out of the statute. The marriage was no part performance. Part performance by the party to be charged will not take a case out of the statute. *Caton v. Caton*, Law Rep. 1 Ch. 137.

*Public Company—Forfeiture of Shares.*—The directors of a company made an arrangement with a shareholder who wished to retire from the company, that on payment by him of a sum of money, his shares should be declared forfeited for non-payment of a call which had been made. The money was paid and the shares transferred to the company. Twelve years afterwards the company was wound up, and two years after that an application was made to place the shareholder on the list of contributories:—*Held*, reversing the decision of the Master of the Rolls, that the shareholder ought to be placed on the list, as the arrangement was not within the power of the directors, and was a fraud on the other shareholders. The shareholders in a company are not bound to look into the management, and will not be held to have notice of everything which has been done by the directors, who may be assumed by the shareholders to have done their duty. *In re Agriculturist Cattle Insurance Co.*, Law Rep. 1 Ch. 161.

*Bankruptcy—Official Assignees.*—Sums of money which cannot be appropriated to any particular bankruptcy may be paid to the unclaimed dividend account. *In re Graham*, Law Rep. 1 Ch. 175.

*Trade Mark.*—No trader can adopt a trade mark so resembling that of another trader,