

behalf of the defendants that because the machine was entrusted to A., and he placed it in the mill of defendants under a contract to put such a machine there, the plaintiffs should not be allowed to set up a claim to the ownership of the machine. There was nothing to show that the position of the defendants was in any way prejudiced by the claim of the plaintiffs, for the former never paid anything. It was held that the machine had not become annexed to the building so as to become a part thereof or to lose its identity, and the plaintiffs were not estopped from recovering for its conversion by reason of having entrusted it to the care of another person.

TESTAMENTARY ECCENTRICITIES.—The following notes of peculiar wills appear in the *English Law Journal*: A few days since was chronicled the case of a hard-hearted uncle who left his nephew a fortune on condition that he should never indulge in his favourite occupation of "reading newspapers." Many will pity the legatee, but few would refuse "landed estate, houses, and money in the funds," even though fettered by such a selfish condition. As the subject of testamentary eccentricities is a generally amusing and instructive one, permit us to give our many readers a few remarkable instances of the whimsicalities of testators. An American lawyer once made a very thoughtful bequest, thus: "I am informed there is a society composed of young men connected with the public press, and, as in early life I was connected with the papers, I have a keen recollection of the toils and troubles that bubbled then, and ever will bubble, for the toilers of the world in their pottage cauldron, and, as I desire to thicken with a little savoury herb their thin broth, in the shape of a legacy, I do hereby bequeath to the New York Press Club, of the city of New York, 1,000 dollars." A few such "windfalls" for our own Newspaper Press Fund would be very acceptable. Palgrave's "House of Commons" contains a note of a very curious bequest. It is to the effect that many years ago a large estate was left to Mr. Asgill upon condition that he should undertake to pay not one of the debts which the owner of the estate had left behind him. Mr. Asgill was an M.P. He took possession of the property, called the creditors together, read the will, and told them he would obey it strictly. He kept his word.

EVIDENCE IN FORGERY.—A case of a practical test in evidence is *State v. Henderson*, 29 W. Va. 147, a prosecution for forgery, where witnesses, acquainted with the genuine signature in question, were permitted to write one of its letters in presence of the jury, as they thought it was made, and the jury were permitted to compare it with the simulated signature. The court said: "The objection urged to this is, that it is a comparison of handwriting by the jury, which it is alleged is not allowable, and the following authorities are cited: *Rowt v. Kile*, 1 Leigh, 216; *Burress' case*, 27 Gratt. 946; *Clay v. Alderson*, 10 W. Va. 50. It is true, as these cases hold, that it is not allowable to lay other proved but not admitted specimens of the party's handwriting before the jury for the purpose of