

DIGEST OF ENGLISH LAW REPORTS—REVIEWS.

REVIEWS.

LAW MAGAZINE AND LAW REVIEW. London: Butterworths, February, 1870.

The contents for this number are: Life Assurance; the City Courts; Exemption of Private Property on the Ocean; the Land Question; the Charters of the City of London; the New Bankruptcy Act; Slander; the Law of Limitation; Trades-Union Legislation; the Works of George Coode; the French Bar; Sanitary Law; also the usual notices of New Books, Events of the Quarter, &c.

A REPORT OF THE CASE OF THE QUEEN v. GURNEY AND OTHERS IN THE COURT OF QUEEN'S BENCH, WITH AN INTRODUCTION CONTAINING A HISTORY OF THE CASE. By W. C. Fiulason, Esq., Barrister-at-Law, Editor of Crown and Nisi Prius Reports, &c. London: Stevens & Haynes, 11 Bell Yard, Temple Bar, 1870.

It is well that a report of this celebrated trial which has attracted so much attention should be preserved. The questions raised were such as may be raised any day in commercial life. The respectability of the accused and the seriousness of the charge gave to the case an extraordinary interest. But the more one reads of it the greater is the surprise that the mayor of London ever committed the accused for trial; though it is still a greater wonder that an intelligent Grand Jury found a true bill. No fraud was shown from first to last; indeed there was not even misrepresentation. In equity it may be difficult to draw the line between exaggerated praise and equitable fraud; but at law there can be no criminal fraud unless there be misrepresentation or deceit. There was nothing in the case to shew the absence of *bona fides*. On the contrary, the conduct of the accused throughout went to shew entire good faith; there was scarcely even suspicion. Those who took stock in the venture and lost were in a humour to see proof of guilt where there was at most suspicion. Their number was so great that the commercial community of the metropolis was much convulsed; and this caused that outside pressure which is so dangerous to the fair administration of justice, and which unperceptibly affected both the committing justice and the Grand Jury. Had there been a responsible

ness signed in the presence of the testator. After the attorney's death the clerk for the first time stated and testified that the witnesses did not sign in testator's presence. The court declined under the circumstances to set aside the will on the clerk's recollection, alone.—*Wright v. Rogers*, L. R. 1 P. & D. 678.

2. The deceased wrote on the back of his will, which was not duly executed, a document headed "2 codicil." This document was properly executed, according to the law of the country where it was made, but could not by that law stand apart from, or establish, the will. *Held*, that neither will nor codicil could be admitted to probate.—*Pechell v. Hilderley*, L. R. 1 P. & D. 673.

3. Deceased at the foot of his will wrote: "This my last will and testament is hereby cancelled, and as yet I have made no other," signed this in presence of two witnesses who attested the execution. Administration was granted with the memorandum annexed.—*Goods of Hicks*, L. R. 1 P. & D. 683.

4. If a testator of sound mind reads a will and then signs it, the presumption that he understood it is conclusive.—*Atter v. Atkinson*, L. R. 1 P. & D. 663.

5. A party gave personalty to his son T., by will, subject to legacies thereafter given, and then gave legacies to his daughters A. and E. He next devised his real estate to T. and appointed him sole executor, and directed that A. should reside with and be maintained by T. so long as A. should remain unmarried. A., after living for a time with T., left of her own accord and resided elsewhere. *Held*, that A. was only entitled to be maintained by T. during his life and while she resided with him, T. being always willing that she should do so.—*Wilson v. Bell*, L. R. 4 Ch. 581.

See CODICIL; LEGACY; PERPETUITY, 2; POWER; REVOCATION OF WILL.

WITNESS—See WILL, 1.

WORDS.

"As damages"—See INSURANCE, 4.

"Man"—See VOTER.

"Money due me at the time of my decease"—See LEGACY, 1.

"Next of Kin"—See REVOCATION OF WILL.

"Perils of the Sea"—See INSURANCE, 3.

"Person in Charge"—See COLLISION.

"Port of Loading"—See INSURANCE, 2.

"Under Way"—See ADMIRALTY.

"Warren of Conies"—See DEED.