the testator were to say:—'My signature is inside the paper,' unless the witnesses were able to see the signature." He then proceeds to discuss the cases on the point. Brett, L. J., says:—"It has been brought to this, where the witnesses cannot see, have no opportunity of seeing, the signature, it is immaterial what the testator says, there cannot be an acknowledgment; but that when the signature is there, and they see or have the opportunity of seeing it, then if the testator says, this is my will, or words to that effect, that is sufficient acknowledgment, although he does not say this is my signature."

DICTUM—OVERRULING PRIOR DECISIONS.

In this judgment of Brett, L.J., moreover, he says:—"It is a point which must be decided upon the statute itself, and even if twenty cases decided that it would be a sufficient acknowledgment, if we were clearly of opinion that according to the true construction of the statute it would not do, we should not be bound by those cases. Where there have been several decisions, or a series of decisions, upon any statute, I should dread to overrule those decisions or that series of decisions, but still we should be compelled so to do if we thought that those decisions were not in accordance with the statute. But in this case we have no long line of decisions one way; there seem to be conflicting decisions, and we must according exercise our own judgment on the question independently, almost, if not quite, of every former decision."

Proceeding now to the July number of the Chy. D., the first case requiring notice is *In re Baker, Collins* v. *Rhodes*, p. 230, the substance of which may be briefly stated thus:—

EXECUTORS—DEVASTAVIT—LACHES.

Mrs. Seaman died in 1869, and at that time her son-in-law was a specialty creditor upon her estate for £500, and had been since March 14, 1860. One Wish was her sole acting executor, and he, though aware of the existence of the debt, instead of providing out of her estate funds to meet the liability on this specialty, left her estate, consisting entirely of shares in a bank which *had since failed*, unconverted. Now, in 1879, *i. e.* after a lapse of more than 18 years, the son-in-law's executors strove to recover from Wish the amount of the debt. The Court of Appeal held they had a right to do so Jessel, M.R., says:—"The Judge, in treating the mere non-suing by a specialty creditor for a period of 18 years to be such negligence as to disentitle him to succeed in his claim now, came to a wrong decision." And Lush, L.J., to the same effect, says:—"It is new to me that a specialty creditor who takes no steps to recover his specialty debt for 18 years can be held guilty of negligence so as to lose his right to payment when he is allowed by the statute 20 years within which to recover his debt."

POWER TO LEASE—TENANT TO DO "NECESSARY REPAIRS."

The next case, *Fowler* v. *Barstow*, is on a point of practice, and will be found noted among the recent English Practice Cases, *supra* p. 136. In the next case, *Truscott* v. *Diamond Rock Boring Co.*, p. 251, the point was this:—A settlement of house property gave power to the trustees to demise or agree to demise all or any of the messuages "to any person or persons who shall improve or repair the same, or covenant or agree to improve or repair the same, or shall expend or agree to expend such sum or sums of money in improvement thereof respectively as shall be thought adequate for the interests therein respectively." The trustees agreed to let a house on the terms of a letter by which the tenant undertook "to do necessary repairs," and the question was whether the agreement satisfied the terms of the power. The Court of Appeal unanimously held that it did. Jessel, M.R., says:—"The word 'necessary' is not material, for it only expresses that repairs are required. If repairs are wanted at all they are necessary, and if they are not wanted a tenant under an agreement to repair would not be bound to do anything; the agreement, therefore, is in substance simply an agreement that the tenant