

WEIGHTS AND MEASURES—SALE OF COAL—REPRESENTATION OF SERVANT NOT REPRESENTATION OF SELLER.

*Roberts v. Woodward*, 25 Q.B.D., 412, was a case stated by a magistrate. The proceeding was brought to recover penalties from the defendant on the ground that contrary to the provisions of a statute he had represented coal he was selling to the plaintiff to be of greater weight than it actually was. The evidence on which the claim was based showed that the coal in question was in a waggon in course of delivery, that it had been, under the provisions in the statute, stopped on the road and the servant in charge was required to state what weight of coal he carried. The coal was then weighed and found to be of considerably less weight; but it was held that the statement of the servant was not a representation of the seller, so as to make the latter answerable for penalties.

PROBATE—GRANT OF ADMINISTRATION OF PERSONALTY ON SUPPOSED INTESACY.

*In the Goods of Hornbuckle*, 15 P.D., 149, establishes the rule that where a grant of administration has been made on an erroneous supposition that the testatrix's will only affected realty, probate will not be subsequently granted of the will until the letters of administration have been revoked.

PROBATE—WILL—REVOCATION BY MARRIAGE—DIVORCE—SUBSEQUENT PREMATURE MARRIAGE.

*Warter v. Warter*, 15 P.D., 152, is one of those cases which are constantly arising in which the effect of the Wills Act (R.S.O., c. 109) is found to defeat the presumably obvious intention of the testator. The testator, whose will was in question, had been a correspondent in a divorce case in which a divorce had been granted in India, where the statute law prohibited the re-marriage of the divorcees within six months of the final decree. The testator and the divorced wife came to England and were married within the six months. The testator then made his will by which he bequeathed all his property to his reputed wife. Apparently having doubts as to the validity of this marriage, the parties subsequently went through a second form of marriage; but, the will not having been republished, it was held by the President that the effect of the second marriage was to revoke the will; and that the first marriage was void under the Indian Statute, notwithstanding it was celebrated in England. (See p. 482 ante.)

PROBATE—WILL IN FORM OF DEED POLL—INTENTION—EXTRINSIC EVIDENCE.

*In the goods of Slinn*, 15 P.D., 156, extrinsic evidence was admitted to show that a deed poll, which purported to make a present gift of the grantor's property, was really intended by her as a will, and it was accordingly admitted to probate.

PUBLIC HOUSE—LEASE—RESTRICTIVE COVENANTS—COVENANT RUNNING WITH THE LAND—ASSIGNMENT OF PUBLIC HOUSE AND COVENANT.

*Clegg v. Hands*, 44 Chy.D., 503, is an important decision on the law of restrictive covenants, and was ably argued on the part of the defendant by Henn Collins, Q.C., who, according to Lindley, L.J., has studied this branch of the law probably more carefully than any body living. Several nice points were involved