

cerned, and that mere knowledge of the arrangement by the creditor was not enough. When such high authorities differ as to the exact point determined by *Oakley v. Pasheller*, it would be presumptuous to offer any opinion as to which of them is right; but without venturing an opinion on that point we may say that *a priori* there seems much to be said in favour of the view of Smith, L.J., on the abstract principle involved, and if the House of Lords did hold, as the other learned judges are of opinion that they did, that a contractual relationship between two parties may be changed without the consent of one of the contracting parties, it seems to us very like an invasion of a very elementary principle of law. The views expressed in this case as to the effect of *Oakley v. Pasheller*, though valuable, are, after all, merely *obiter dicta*, as on the merits of the case the Court of Appeal came to the conclusion that the surety debtor had not, in fact, been released, inasmuch as the arrangement whereby he became secondarily liable authorized the other debtors to obtain the extension of time, on the giving of which the claim of the surety to be released was based. The principle involved in this case, and in certain decisions in our own courts, we may observe, has been recently very carefully and ably discussed by Mr. F. A. Anglin in a paper contributed by him to the *Canadian Law Times*.

WILL.—CONSTRUCTION—NIECE—GRANDNIECE OF WIFE—ILLEGITIMACY—EXTRINSIC EVIDENCE.

*In re Fish, Ingham v. Rayner*, (1894) 2 Ch. 83, a testator gave his residuary estate to his "niece Eliza Waterhouse." Neither he nor his wife had any niece, but his wife had a legitimate grandniece and an illegitimate grandniece, both named Eliza Waterhouse. The illegitimate grandniece tendered evidence that she was the one intended, but the Court of Appeal (Lindley, Kay, and Smith, L.J.J.) agreed with the Vice-Chancellor of Lancaster that such evidence was inadmissible, and that the legitimate grandniece was alone entitled to the benefit of the devise.

MORTMAIN—MORTMAIN ACT (9 GEO. II., C. 36) S. 3—DEBENTURES CHARGED ON REVENUE OF LANDS.

*In re Pickard, Elmsley v. Mitchell*, (1894) 2 Ch. 88, the simple question was whether the debentures of a municipal corporation which were charged "on the revenue of all landed and other