

maintained. The defendants sought to escape liability on the ground that they were a limited company and therefore incapable of a criminal act, and also on the ground that the maintained action was successful and therefore the plaintiff suffered no damage. The facts were somewhat unusual. It appeared that the plaintiff had advertised a competition for a name for a new seaside resort, the establishment of which he was promoting, the winner of the competition was to get £100, and several lots of land were offered as consolation prizes, subject to the payment of £3 3s. 0d. for each conveyance. The defendants in a newspaper published by them denounced the scheme as a fraud, and offered to assist the winners of consolation prizes to bring an action to recover their money. Many of them accepted the defendants' offer and an action was brought in their names by the defendants' solicitor and was successful, and judgment was recovered for the repayment to the plaintiffs in that action of the various sums respectively paid by them to the plaintiff in the present action. The action was tried before Lord Reading, C.J., and a jury, and the jury found that the defendants did not act from any desire to assist persons to prosecute claims who would not otherwise be able to enforce their rights, and also that they did not act in the *bonâ fide* belief that the persons whom they induced to sue had any well-founded claim against Neville. On these findings the Chief Justice gave judgment for the plaintiff and held that the measure of damages was the plaintiff's costs of defence, and the costs he had been ordered to pay the plaintiffs in the maintained action, and he held that the company was liable civilly for the acts of its servants.

SOLDIER'S WILL—REVOCATION BY MARRIAGE.

In re Wardrop (1917) P. 54. Shearman, J., decided that a soldier's will is revoked by the subsequent marriage of the testator, whether the will be executed according to the usual form, or according to the form sufficient where the testator is on active service.

VENDOR AND PURCHASER—CONTRACT—MEANING OF "ET CETERA" IN CONTRACT—EASEMENT—RIGHT OF WAY—FORM OF CONVEYANCE—EXCLUSION OF OPERATION OF CONVEYANCING ACT, 18 (44-45 VICT., c. 41), s. 6—(R.S.O. c. 109, s. 15 (1)).

Re Walmsley and Shaw (1917) 1 Ch. 93. This was an application under the Vendors and Purchasers' Act to determine the proper form of the conveyance. By the contract in question