CURRENT ENGLISH CASES.

HIGHWAY—"PASSING UPON" HIGHWAY—STATUTE, CONSTRUCTION OF.

In *Phythian* v. *Baxendale*, (1895) 1 Q.B. 768; 15 R. May 353, the construction of a statute was in question, which made it an offence for the driver of any carriage to be at such a distance from it "whilst it shall be *passing upon* such highway that he cannot have the direction and government of the horses or cattle drawing the same," and the point raised was whether it extended to the case of a driver leaving a carriage standing by the road-side. The court (Cave and Wright, JJ.) decided that it did.

PROBATE—WILL—SIGNATURE OF TESTATOR "AT THE FOOT OR END THEREOF," "BESIDE OR OPPOSITE TO THE END"—MEANING OF—WILLS ACT, 1852 (15 & 16 VICT., C. 24), S. 1—(R.S.O., C. 109, S. 12).

Royle v. *Harris*, (1895) P. 163; 11 R. Apl. 64, is a probate action. The will presented for probate consisted of a sheet of paper, containing on the first page a lithographed form of will, which was filled in by the testatrix, and contained a general bequest to "my sisters and friends," without specifying them, and at the foot of this page was the signature of the testatrix and attesting witnesses. On the second and third pages was a list of bequests to persons, some of whom were sisters, and others friends, of the testatrix. There was no direct evidence that the second and third pages had been written before the execution of the will. It was held by Jeune, P.P.D., that even assuming that these pages were written before the execution of the will, yet that the signature of the testatrix was not so written "opposite to" or "at the foot or end" of the writing contained in those pages, within the Wills Act (see R.S.O., c. 109, s. 12); and the first page alone was, therefore, admitted to probate.

MORTGAGE—CONSTRUCTION—IMPLIED TRANSFER OF BUSINESS—RECEIVER AND MANAGER—DEED IRREGULARLY EXECUTED, VALIDITY OF.

County of Gloucester Bank v. *Rudry Merthyr S. & H. C. Co.*, (1895) 1 Ch. 629; 12 R. April 153, was a foreclosure action involving two points of interest. The first was whether a deed of sub-lease by way of mortgage irregularly executed by a joint stock company was valid, in favour of a mortgagee having no notice of the irregularity. By the articles of the company, power was given to the directors to fix the number of directors