

is discussed, with regard to the liability of the former for collision by the latter. In this case, a tug having a vessel in tow came into collision with another vessel. The collision might have been avoided had a proper look-out been kept on board the vessel in tow, and had she warned the tug that she was in danger of collision by continuing on her course. Under these circumstances, Sir James Hannen held that the owners of the tow were liable, and that, under the ordinary contract of towage, the vessel in tow has control over the tug, and is therefore liable for the wrongful acts of the latter, unless they are done so suddenly as to prevent the vessel in tow from controlling them.

CODICIL—EXECUTION—ACKNOWLEDGMENT.

In *Danitree v. Fasulo*, 13 P. D. 67, a codicil was propounded for probate, the execution of which was disputed. The testatrix, it appeared, had produced a paper to the witnesses to attest; but one of the witnesses saying she did not wish to know what it was, she refrained from making any explanation about it, and the witnesses signed the paper which they identified as the codicil. One of the witnesses was sure that the name of the testatrix was on the paper when she signed it; but she could not recollect that the testatrix had signed it in her presence. She did not read the paper, and was not aware that it was a testamentary paper. The other witness was unable to say whether she signed at the request of the testatrix or of the other witness; but when she went into the room the testatrix had the paper in her hand. This witness, also, had no idea of the nature of the paper, and did not recollect seeing the testatrix sign it; but she thought her signature was there when she put her own name to the paper. On this evidence, Butt, J., was of opinion that the codicil had been duly acknowledged by the testatrix, and it was admitted to probate.

ADMINISTRATION WITH WILL ANNEXED—GRANT TO STRANGER IN BLOOD—MINOR.

In *the goods of Webb*, 13 P. D. 71, administration with the will annexed was granted to a stranger in blood who had been elected by the testator's children as their testamentary guardian, without notice to the next of kin entitled to the grant, it being shown that one had renounced, and that the remainder were at a distance, or their place of residence unknown.

ADVERTISEMENT OFFERING REWARD FOR EVIDENCE—CONTEMPT OF COURT.

The only other case in the Probate Division is *Butler v. Butler*, 13 P. D. 73, a suit for divorce on the ground of the husband's adultery and cruelty. The defendant had issued and published about the district in which the wife and her family lived, a notice purporting to be signed by him offering £25 reward for evidence of the confinement of a young married woman of a female child, "probably not registered." The plaintiff moved for an attachment, and it was held by Butt, J., notwithstanding it was sworn that evidence had been procured in answer to the notice, that the publication of the notice was a contempt of court, as tending to prejudice the petitioner and discredit her in the assertion of her rights;