

DIGEST OF ENGLISH LAW REPORTS—CORRESPONDENCE.

the latter. The plaintiffs replied that they accepted the defendants' offer, and "now hand you two copies of conditions of sale which we have signed; we will thank you to sign same, and return one of the copies to us." *Held*, that the plaintiffs' acceptance was only conditional; bill for specific performance refused. *Crossley v. Maycock*, L. R. 18 Eq. 180.

1. A leasehold was put up for auction with a condition that the abstract of title should begin with an indenture of underlease to B. from A., and that it should form no objection to the title that said indenture was an underlease, and that no requisition or inquiry should be made respecting the title of A. or his superior landlord, or A.'s right to grant such underlease. A. had mortgaged the premises previous to said underlease.—*Held*, that the purchaser at the auction was not bound to complete the purchase.—*Waddell v. Wolfe*, L. R. 9 Q. B. 515.

WARRANT OF ATTORNEY.—*See* JUDGMENT, 2.

WASTE.—*See* TIMBER.

WAY.—*See* EASEMENT; PRINCIPAL AND AGENT, 2.

WILL.

1. A testatrix wrote her will on a sheet of paper which contained an attestation clause on each page. The testatrix inserted her name in each attestation clause, and two witnesses signed at the end of the first page only. It appeared that the witnesses signed before the testatrix signed the second page, but after she signed the first page. *Held*, that the will was not properly executed.—*In the Goods of Dilkes*, L. R. 3 P. & D. 164.

2. A will was written upon ten sheets of paper, and nine sheets were signed by the initials of the testator and the names of three witnesses, but the tenth sheet was signed by the full name of the testator and of one witness only. *Held*, that the will was not properly executed.—*Phipps v. Hale*, L. R. 3 P. & D. 166.

3. A witness attempted to write his name opposite that of the testator in a will, but, after writing his Christian name, was unable to complete his signature through weakness. A second witness signed his name. Subsequently the testator again signed his name in presence of said second witness and of a third witness. The second witness traced his former signature with a dry pen, and the third witness signed his name. *Held*, that the will was not properly attested by two witnesses.—*In the Goods of Maddock*, L. R. 3 P. & D. 169.

4. A testatrix signed her will in presence of a witness, and after her signature a second witness entered the room. A person who had brought said witnesses at the request of the deceased, then requested the second witness to sign his name under the signature of the testatrix. Thereupon both witnesses signed the will. *Held*, that the testatrix had acknowledged her signature in the presence of said witnesses.—*Inglesant v. Inglesant*, L. R. 3 P. & D. 172.

5. The Court has no jurisdiction to grant probate of a will relating wholly to real property.—*In the Goods of Bootle*, L. R. 3 P. & D. 177.

6. A married woman made a will under a power in her marriage settlement, whereby she appointed all her real and personal estate to her husband. She made a subsequent will whereby, after reciting said power, she devised a freehold to E., and bequeathed certain specific legacies. She then added, "I revoke all former wills by me heretofore made." The latter will left certain household furniture undisposed of. *Held*, that the former will was revoked.—*In the Goods of Eustace*, L. R. 3 P. & D. 183.

See LEGACY.

WITNESS.—*See* WILL.

WORDS.

"At and from."—*See* INSURANCE, 5.

"At Owner's Risk."—*See* CARRIER.

"Restraint of Princes."—*See* INSURANCE, 2.

CORRESPONDENCE.

Reforms in the Court of Chancery.—Rehearings—Chambers.

TO THE EDITOR OF THE LAW JOURNAL.

SIR,—The law as it now stands compels a dissatisfied litigant to re-hear the cause before he can take it to the Court of Appeal. Formerly it was not so, and it must be conceded that the step taken to compel a re-hearing before appeal was a retrograde one. It is felt by the profession, and I have no doubt by the judges themselves, that there is a reluctance on the part of the two to interfere with the decision of the third; and thus the unsuccessful suitor, in going eventually to the Court of Appeal, frequently has the decision of three instead of one to contend against.

It is to be hoped this objectionable provision will be repealed next session, and an option given to the party to re-hear or go to the Court of Appeal direct; and if he should adopt the latter course there will be a saving of three or more months and of great expense. Where parties have drifted into litigation every facility should be afforded with a view to the bringing of the dispute to an end. *Interest reipublicæ ut sit finis litium.*

In furtherance of the principle embodied in that maxim, I think it advis-