

brought or expressly threatened, to report to them as to said injuries, that they might determine whether or not to yield to the claim. *Held*, that the report was privileged from inspection by the plaintiffs—*Cossey v. London, Brighton & S. C. Railway*, L. R. 5 C. P. 146.

**PUBLIC EXHIBITION.**—A., on behalf of himself and certain others, made a contract by which a builder was to erect and to let to them a grand stand for the Cheltenham races. Afterwards A., on behalf of the same parties, admitted persons to the stand, and among them the plaintiff, receiving 5s. each, which went to the race fund. A. employed a competent builder, and did not know that the stand was negligently built; but it was so, and in consequence fell, and injured the plaintiff. *Held*, that A. was liable. As in the case of carriers of passengers, there was an implied understanding that due care had been used, not only by him, but by independent contractors employed by him to construct the stand.—*Francis v. Cockrell*, L. R. 5 Q. B. 184.

**WILL**—1. The testator requested one person to attend and witness his will, and another to witness a paper. They both attended at the time and place appointed, when the testator produced a paper so folded that no writing on it was visible, and informed them that in consequence of his wife's death it was necessary to make a change in his affairs, and he asked them to sign their names to it, which they did. The testator did not sign in their presence, nor did they see his signature. The paper had an attestation clause upon it, in the handwriting of the testator, not quite in the ordinary terms, but showing knowledge of what forms were required in executing a will. *Held*, that the will was properly executed.—*Beckett v. Howe*, L. R. 2 P. & D. 1.

2. G. made a will, and with it a paper of directions to executors to form a part of it. By a later will, revoking all former wills and codicils, his executors were to dispose of all the chattels in the rooms occupied by G. at the time of his decease, "according to the written directions left by me, and affixed to this my will." There were no such directions affixed; but the above paper was found in G.'s private room. *Held*, that it could not be included in the probate.—*Goods of Gill*, L. R. 2 P. & D. 6.

3. At the foot of his will, the deceased duly executed in the presence of two witnesses a memorandum that "this will was cancelled this day," &c. *Held*, that this was not a will or codicil, but only a "writing" (1 Vic. c. 26, s. 20), which could not be admitted to probate.—*Goods of Fraser*, L. R. 2 P. & D. 40.

4. "Being obliged to leave England to join my regiment in China, . . . I leave this paper containing my wishes. . . . Should anything unfortunately happen to me whilst abroad, I wish everything that I may be in possession of at that time, or anything appertaining to me hereafter, to be divided," &c. The deceased returned from China to England. *Held*, that the above will was conditional on the party's death in China.—*Goods of Porter*, L. R. 2 P. & D. 22.

5. "I appoint my nephew, J. G., executor." There were living at the date of the will a son of the testator's brother, and a nephew of the testator's wife, both named J. G. He hardly knew of the former, while the latter lived with him, managed his business, and was always spoken of by him as his nephew. *Held*, that, as the word "nephew" in a popular sense applied to the latter, the above facts could be considered in interpreting it.—*Grant v. Grant*, L. R. 2 P. & D. 8.

**TIMBER LICENSES—INTRUDING ON CROWN LANDS—TRESPASS.**—Where the plaintiff entered on lands of the Crown, in the summer months, without any right of occupation, and, no one hindering him, cut and cured hay, but was prevented from removing it by defendant, who subsequently took possession, under colour of a timber license, which however was only in force during the winter months, *Held*, that the plaintiff had no right of action against the defendant for the value of the hay so cut, the former shewing no better title than the latter.

*Quære*, as to the rights of licensee during the intervals between successive licenses.—*Graham v. Heenan*, 20 U. C. C. P., 840.

**PROMISSORY NOTE—STATUTE OF LIMITATIONS—WRITTEN ACKNOWLEDGMENT—SUBSEQUENT HOLDER.**—*Held*, that a memorandum in writing, signed by the maker of a promissory note, admitting the amount to be due to the payee, which, in the opinion of the Court, was sufficient, in an action by the payee, to prevent the operation of the Statute of Limitations, enured to the benefit of a subsequent holder of the note.—*Marshall v. Smith*, 20 U. C. C. P., 856.

**PROMISSORY NOTE—NOTE SIGNED BY DEFENDANT AS PRESIDENT OF COMPANY.**—A promissory note, in this form,

"DURHAM WOOLEN MANUFACTURING COMPANY,  
LIMITED. Capital 40,000.

"\$489<sup>100</sup>." 100.

"Toronto, August 18th, 1868,

"Three months after date promise to pay to the order of Lyman, Elliot & Co., at the