

held that the rule which imposes this *onus* on a party propounding a will applies not only where the will is prepared by the person who takes a benefit thereunder, but in all cases where a will is prepared and executed under circumstances which raise suspicion. In the present case the testatrix had, in 1880 and in 1884, made a will in favour of the defendant; afterwards, from 1884 to 1892, she became dissatisfied with him, and wrote repeatedly to her solicitors, making complaints against him. On the 7th of November, 1892, she made a will leaving her property to the plaintiff. On the 9th of November, 1892, a son of the defendant brought to her a will, prepared by himself, leaving the property to the defendant. This will was executed by her in the presence of the defendant's son and a young friend of his, no one else being present, and no one else being informed of its existence until after the testatrix's death. The testatrix subsequently complained of the defendant's son having been admitted to her presence, and asked her medical attendant to prevent her being disturbed again. She died on the 23rd of November, 1892. The President held that the burthen of proving the will of the 7th of November to have been obtained by fraud was on the plaintiff; but the Court of Appeal decided that the *onus* was on the defendant of proving its *bona fides*, and that he had not satisfied it. They, therefore, decided in favour of the will propounded by the plaintiff.

Notes and Selections.

TELEGRAPH COMPANY — MENTAL SUFFERING — DAMAGES.— It has been held by the Missouri Supreme Court, in *Connell v. The Western Union Telegraph Co.*, that damages will not lie for delay in delivering a telegram informing a parent of his child's dying condition. A similar conclusion has been arrived at by the Supreme Court of Florida in *International Ocean Telegraph Co. v. Saunders*, 14 South. Rep. 148, and by the Supreme Court of Wisconsin in *Summerfield v. Western Union Telegraph Co.*, 57 N.W. 57 Rep. 973.