

WILL AND CODICILS—INCORPORATION.

Eyre v. Eyre (1903) P. 131, was a probate suit arising out of the testamentary papers left by a deceased person. There was first a will made in 1894 and a holograph codicil in 1898, both duly executed and attested. In 1902 a codicil was drawn up by a confidential clerk of the testator, who assumed erroneously that the will previously executed was in the terms of an incomplete draft, dated 1897, handed to him by the deceased. This codicil was duly executed and attested. The testator saying, "This is a codicil to my last will." There were some terms in this codicil which applied to a will in terms of the draft of 1897 which would be inapplicable to the will and codicil of 1894 and 1898. There was no evidence that the testator had ever in fact executed a will in the terms of the draft of 1897, although the testator affirmed that he had. Bucknill, J., who tried the case, decided that the draft of 1897 must be rejected and that the will of 1894 and the codicils of 1898 and 1902 were alone to be admitted to probate.

CUSTODY OF CHILD—PATERNITY—EVIDENCE.

Gordon v. Gordon (1903) P. 141, is a somewhat notorious divorce case in which the custody of the child of the marriage was in question. The divorced wife swore that the child was the child of herself and her paramour, although born in wedlock; but Jeune, J., held that sexual intercourse between man and wife must be presumed, and nothing except evidence that the husband did not have such intercourse at the period of conception can bastardize a child born in wedlock.

HEARING CAUSE IN CAMERA.

D. v. D. (1903) P. 144, was a divorce case in which the evidence was of a filthy character, and the question was raised how far the court had jurisdiction to hear the case in camera. After argument Jeune, P., determined that the court had jurisdiction so to order wherever the interests of justice appeared to require that course, and he accordingly made the required direction in this case.

MORTGAGE—CLOG ON REDEMPTION—OPTION TO PURCHASE MORTGAGED PROPERTY.

In *Jarrah Timber Corporation v. Samuel* (1903) 2 Ch. 1, the Court of Appeal (Collins, M.R., and Romer, and Cozens-Hardy, L.JJ.) have affirmed the decision of Kekewich, J., (1902)