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Pleading—Equity Amendment.—*Wolverton et al. v. George H. Taylor et al.*, 42 N. E. Rep., 49 (Ill.). This was a suit which had been pending for eight years, and been twice appealed. The Appellate Court sustained the trial court in its refusal to amend the bill at the plaintiff's request, so as to add a new complainant, holding that while such amendment might properly have been allowed in view of the long continuance of litigation, the refusal was no error.

Pleading—Overruling Demurrer—Effect.—*Cummings et al. v. Daugherty*, 18 So. Rep., 657 (Miss.). In an action to recover usurious interest, the defendant demurred, assigning three causes of demurrer, of which the first was overruled and the second and third sustained with leave to defendant to plead to the modified declaration. It was held that a demurrer must be sustained or overruled in its entirety, and the declaration of the plaintiff thus stood unanswered.

WILLS.

Nuncupative Will—Validity—Reduction to Writing.—*Bellamy v. Peelor*, 23 S. E. Rep., 387 (Ga.). In testing the validity of an alleged nuncupative will, if the evidence shows that the maker had time and opportunity to reduce it to writing but failed to do so, the will is invalid.

Wills—Attestation Clause—Berberet v. Berberet, et al., 33 S. W. Rep., 61 (Missouri). The plaintiff asked that a will be set aside as not properly executed because it contained no attestation clause. The court held that if the will was signed by the testatrix in the presence of two witnesses, who subscribed their names in her presence, it was sufficiently evident in what capacity they had signed.

Wills—Construction—Byrne et al. v. Weller et al., 33 S. W. Rep., 421 (Ark.). Where a testator gave his wife a life estate in all of his property and then after certain bequests gave the remainder of the land to his wife to dispose of as she might choose at her death, it was held that by virtue of the last clause, the wife held a fee in the residue of the land.

Wills—Revocation—Presumption.—*Boyle v. Boyle et al.*, 42 N. E. Rep., 140 (Ill.). This was a petition for the revocation of letters of administration on the estate of Joseph Boyle, deceased, brother of both parties to the action, and for the probate of an

alleged will of said decedent. Evidence established the fact that deceased, in presence of plaintiff and in favor of his son, had executed a will, leaving same with an attorney for safe keeping; that later and in company with defendant, deceased had called for the will, which was never seen again. The court declined to admit said will to probate, holding that under the aforementioned circumstances, the presumption prevailed that it was destroyed by the testator or under his direction.

MISCELLANEOUS.

Collision between Sailing Vessels—Holding Course—Duty to Lie By—Drowning of Seamen.—Crowell et al. v. Grant et al., 70 Fed. Rep., 270. Between a vessel sailing free and one sailing close-hauled the former is obliged to make way. If she fails to change her course and damage results she is liable. Failure to lie by on the part of the uninjured vessel is a breach of duty which renders said vessel liable for the death of the seamen, and the executors of said seamen may collect damages for physical and mental suffering experienced while drowning.

Collision of Steamboats in Channel—Rights of Cargo Owners.—Canton Ins. Co. v. Claimants of the Victory, 68 Fed. Rep., 395 (Va.). The loss occasioned by the collision of two steamers, occurring in a river channel and in the day time, thus resulting from evident mismanagement, falls upon the vessels and not upon the cargo owners. The latter have rights which are distinct from those of the vessel owners and are entitled to complete indemnity.

Conspiracy Against Fellow Workmen—Civil Action.—Clemitt et al. v. Watson, 42 N. E. Rep., 367 (Ind.). An agreement made by workmen to quit work unless their employer discharge a man objectionable to them, is lawful. No personal liability is incurred in civil or criminal action for the carrying out of such an agreement, in the absence of any threats, violence or intimidation.

Contract with State—Assignment—Carter v. State, 65 N. W. Rep., 422 (S. D.). Where the commissioner of public printing contracted with a firm to do the public printing for the term of one year, and the firm assigned the contract and the assignee sued the State for damages for the breach thereof; it was held that there being no statutory provision to the contrary, such a contract was assignable.