

delivered to plaintiff the following writing: "One year after my death I hereby direct my executors to pay J. (the plaintiff), his heirs, executors or assigns, the sum of \$1,976.90, being the balance due, etc." Held: That the writing was a promissory note and not a testamentary paper. *Hegeman v. Moon*, Court of Appeals of New York, PECKHAM, J., March 15, 1892 (30 Northeast. Rep., 487).—*W. W. S.*

PROPERTY RIGHTS—IN SYSTEM OF ADVERTISING—IMPLIED CONTRACT FOR USE OF.—Plaintiff, to induce defendant to employ him, communicated to him a valuable system of advertising in confidence, without any agreement as to compensation therefor. Defendant refused to employ plaintiff, but used the system of advertising. Held: That the plaintiff was not entitled to recover for such use: *Bristol v. Equitable Life Assurance Society of United States*, Court of Appeals of New York, LAUDON, J., March 22, 1892 (30 Northeast. Rep., 506).—*W. W. S.*

TRUSTS—LOSS OF INVESTMENT—APPORTIONMENT.—A fund was bequeathed by a testator to his executors in trust for the benefit of his widow for life, and the principal, at her death, to his residuary legatees. Among the investments of the trust fund was a mortgage on unimproved lands which the trustees were forced to buy in at a loss at a foreclosure sale. The widow died before the sale, and interest due her had accrued up to the time of her death. When the executor and trustee filed his account, a question arose as to the proportion in which the fund realized by the sale should be distributed between the representatives of the life tenant and the remainder-men. Held: That when a fund is held in trust for the benefit of one person for life, and another in remainder, and a part of that fund is lost because of the insecurity of a particular investment, such loss is to be apportioned between the life tenant and the remainder-man in the proportion which the principal sum involved in the insufficient security bears to the interest due upon it at the time when the security is realized upon, and the amount of the loss is determined: *In re Tuttle*, Prerogative Court of New Jersey, April 21, 1892, per MCGILL, Ord. (24 Atl. Rep., 1).—*H. N. S.*

### BOOKS RECEIVED.

- STORY'S EQUITY PLEADINGS. Tenth Edition, Revised, Corrected and Enlarged. By JOHN M. GOULD, Ph.D. Boston: Little, Brown & Co., 1892.
- COMMENTARIES ON THE LAW OF PRIVATE CORPORATIONS. By CHARLES FISK BEACH, Jr. Two volumes. Chicago: T. H. Flood & Co., 1891.
- DIGEST OF INSURANCE CASES FOR 1891. By JOHN A. FINCH. Indianapolis: The Rough Notes Company, 1892.
- IL DIRITTO COMUNE, per O. W. HOLMES, Jr. Translated by FRANCESCO LAMBERTENGHI. Sondrio: Tipografia A. Moro e C.
- THE ROMAN LAW OF TESTAMENTS, CODICILS AND GIFTS IN THE EVENT OF DEATH. By MOSES A. DROPSIE. Philadelphia: T. & T. W. Johnson & Co., 1892.
- THE ANNUAL ON THE LAW OF REAL PROPERTY. Edited by TILGHMAN E. and EMERSON E. BALLARD. Crawfordsville, Ind.: Published by the Editors, 1892.