

RECENT ENGLISH DECISIONS.

their nominees, applied to be registered. The bank, though consenting to the trustee's registration, had never waived their security; the directors refused to register the trustee. Bacon, V.-C., had held they were wrong, but the Court of Appeal held them to be justified in their refusal, and that their declining to register the transfer to the bank's nominee was not a disapproval of the transfer so as to render it void under the articles, and that the trustee was not entitled to the shares so long as the transfer to the bank's nominee remained in force, and was not entitled to be registered, notwithstanding the consent of the transferees. Lord Selborne who delivered the judgment of the Court (after stating that the proviso which made transfers void which were not approved by the directors applied to cases where the transferee was rejected as an irresponsible person, and not to the case of a refusal to register a transfer because the Company's interest is involved), proceeds to remark upon the effect of the bank's consent: "We had no evidence of the meaning of that consent, but the counsel for the trustee in liquidation has candidly told us that the bank had no idea of giving up their security. They consented in order to get rid of the right of the company to a set-off in respect of their claim; and if they could have procured the transfer of the shares into the name of the trustee, then some arrangement was to be made to give effect to their interest. It seems to me, that the company was entitled to say, that the twentieth article relates only to the title which the trustee in liquidation has under the Bankrupt Act, and does not enable a prior transferee and such trustee to combine their titles in this manner for the purpose of enabling the trustee to be registered on behalf of both, and so to get rid of the company's right under Article 17."

SOLICITOR—ARTICLED CLERK—PREMIUM.

Passing over several cases of no special interest or application in this Province, we come to the case of *Ferrie v. Carr* (28 Ch. D. 409), in which the father of a solicitor's articulated clerk sought to recover a proportionate part of a premium paid to a solicitor who had died, on the ground that, by the death of the solicitor, it had not been fully earned; but Pearson, J., not without some hesitation, came to the conclusion that there was no obligation in law to return any part of the premium under such circumstances, and neither could the Court, by virtue of its summary jurisdiction over solicitors, say that a different rule should be applied to a contract of this kind between a third person and a solicitor than would be applied to a like contract between other persons.

INFANT—JOINT TENANCY—SEVERANCE.

We have noticed the next case, *Drage v. Hartopp*, in our notes of recent English Practice Cases, and now proceed to consider that of *Burnaby v. Equitable Reversionary Interest Society* (28 Ch. D. 416), in which the short point was, whether an infant who was entitled in remainder jointly with two others to a share in Bank annuities standing in the name of trustees, had by her marriage settlement, which contained a proviso for the settlement of the present and after acquired property of the intended wife, thereby severed the joint tenancy. The wife attained twenty-one, and died without having attempted to repudiate or avoid the covenant in the settlement, but having made a will in pursuance of powers thereby given her. Two points were taken—first, that the infant's deed being voidable could not sever the joint tenancy, and, second, that being under coverture until she died, she could not deal with her reversionary property either by way of ratification of a voidable deed or otherwise. But Pearson, J., was