

DIGEST OF ENGLISH REPORTS.

mainder to his children as he should appoint; and, in default of appointment, to all his children who should attain twenty-one or marry, in equal shares. *Held*, that the voluntary settlement was not void on the ground of champerty; that A.'s infant children could maintain a bill, making A. and the trustees of the settlement defendants, to set aside the conveyance to B.—*Dickinson v. Burrell*, Law Rep. 1 Eq. 337.

CHILDREN, CUSTODY OF.—*See* INFANT, 2.

CODICIL.—*See* WILL.

COMMON CARRIER.—*See* CARRIER.

COMPANY.

1. If a company is formed for working a patented machine, it is not *ultra vires* to purchase the patent.—*Liebfchild's Case*, Law Rep. 1 Eq. 231.

2. The promoters of a railway company contracted with a land-owner, a peer of Parliament, to pay him £20,000 personally for his countenance and support in obtaining their act, such sum to be independent of the ordinary payment for land and other usual compensation. After the passing of the act, and formation of the company, the directors ratified the contract. A separate agreement stipulated for the quantity of land to be taken and the amount paid. *Held*, that the original contract and the ratification by the directors were *ultra vires* of the company, and could not be enforced against them.—*Earl of Shrewsbury v. N. Staffordshire Railway Co.*, Law Rep. 1 Eq. 593.

3. The deed of settlement of a bank declared that no one should be a transferrer of a share, unless approved by the directors. *Held*, that the directors must use this power reasonably, and would be controlled in equity.—*Robinson v. Chartered Bank*, Law Rep. 1 Eq. 32.

4. The power of making contracts in writing, signed by their agents, conferred by 19 & 20 Vic. c. 47, § 41, on companies registered thereunder, is a "right or privilege acquired under" that act, and so is not affected by its repeal by the 25 & 26 Vic. c. 89, which saves such rights or privileges.—*Prince v. Prince*, Law Rep. 1 Eq. 430.

See PRINCIPAL AND AGENT, 4.

CONFIDENTIAL RELATION.

1. It is a principle of equity, that one standing in a confidential relation toward others cannot hold substantial benefits which they may have conferred on him, unless they had competent and independent advice in conferring them; and, in cases to which this principle applies, the age and capacity of the party conferring the benefit are of little importance.—*Rhodes v. Bate*, Law Rep. 1 Ch. 252.

2. A confidential relation once established will be presumed to continue, in the absence of evidence to the contrary.—*Rhodes v. Bate*, Law Rep. 1 Ch. 252.

3. A., a nephew of a former trustee of B., being sent by his uncle to advise B., who was twenty-three years old and of extravagant habits, on the settlement of his debts, and to advance him money for that purpose, offered to give him £7,000 for his estate, under which there were coal mines. Pending the negotiations, in which a separate solicitor was employed for B., A. obtained from C., a mining engineer, a valuation of the minerals under the estate at £10,000, which he did not communicate to B.; nor did he suggest to B. to consult a mineral surveyor. B. accepted A.'s offer, and died before conveyance. *Held*, in a bill by B.'s administrator that A.'s purchase could not be sustained.—*Tate v. Williamson*, Law Rep. 1 Eq. 528.

CONFLICT OF LAWS.

1. An English testator devised and bequeathed real and personal estate to A., for life, with remainder, as to the personalty to her children; and, as to the realty, to her first and other sons, lawfully begotten. A., having married in 1830 in England, obtained in Scotland a decree of divorce *a vinculo* on the ground of her husband's adultery; he having been induced with her connivance to go to Scotland, to bring herself within the jurisdiction of the Scotch courts. A. afterwards married in Scotland, and had two daughters and a son, all born in Scotland during her first husband's lifetime. *Held*, on petition, that these children were not entitled to either real or personal property under the will.—*Wilson's Trusts*, Law Rep. 1 Eq. 247.

2. By a settlement in the Scotch form on the marriage of his daughter with a Scotchman, A., an Englishman, covenanted to pay £4,000 for the benefit of his daughter, her husband, and their younger children. The £4,000 was not paid; but, by will made after the daughter's death, A. gave £16,000 between the younger children. *Held*, that the English doctrine of presumption against double portions was applicable, and that the will operated as a satisfaction of the settlement.—*Campbell v. Campbell*, Law Rep. 1 Eq. 383.

3. A testator, domiciled in England, and having real and personal estate both in England and Holland, gave by will to trustees all his property here and abroad. A decree was made in England for the administration of the estate. Afterwards, a child of the testator commenced proceedings in Holland for the administration