enforced in an English Court (1) as being contrary to public policy, inasmuch as the order recognised t'e right of an illegitimate child to perpetual maintenance o t of the estate of the putative father; (2) because such a claim was a cause of action unknown to English law, (3) because the judgment was not final, but subject to be varied or terminated according to the child's circumstances. The action was therefore dismissed.

Company—Directors—Misfeasance—Transaction ultra vires the company—Honest error of judgment—Counsel opinion—Companies Act 1908 (8 Edw. VII., c. 69), s. 279.

In re Claridge's Patent Asphalte Co. (1921), 1 Ch. 543. This was a summary proceeding against a director of a limited company to recover damages for alleged misfeasance in office. By s. 279 of the Companies Act (8 Edw. VII., c. 69) a director may be relieved from liability for negligence or breach of trust "if he has acted honestly and reasonably and ought fairly to be excused." In this case the transaction impeached was wholly ultra vires the company but which the director acting on counsel's considered opinion honestly and reasonably thought to be intra vires, and Astbury, J., held that he was exonerated from liability.

Landlord and tenant—Sale of Reversion in two lots—Notice by purchasers to quit on several days.

In re Bebington; Bebington v. Wildman (1921), 1 Ch. 559. In this case a landlord sold part of his reversion to one person and part to another. Each purchaser gave the lessee notice to quit, one of them at one period and the other at another. The tenant had not attorned to either. This was a summary application to determine whether or not either notice was of any validity, and Peterson, J., who heard the application, decided that neither was valid.

Vendor and purchaser—Title—Devise to heir at law "absolutely"—Words of limitation or purchase—Rule in Shelley's case.

In re Hussey; Hussey v. Semper (1921), 2 Ch. 567. In this case the construction of the will of a testator was in question. By the will he devised real estate in trust to