

RECENT ENGLISH DECISIONS.

ADMINISTRATION WITH WILL ANNEXED—REVOCATION—MARRIED WOMAN.

The only case in the Probate Division which it is necessary to note, is *In the Goods of Reid*, 11 P. D. 70. This was an application to revoke letters of administration, with the will annexed, which had been granted to a woman who had subsequently married. She had contracted to sell certain leaseholds of the estate, but the purchaser objected to complete the purchase unless her husband joined in the conveyances; her husband, however had deserted her, and his concurrence could not be obtained. For the purpose of completing the sale it was desired that the letters of administration should be revoked and a new grant made to a third party, but Brett, J. held this could not be done, and the Court of Appeal affirmed his decision.

SOLICITOR—AGENT.

Turning now to the cases in the Chancery Division, *In re Scholes*, 32 Chy. D. 245, deserves a brief notice. London solicitors, acting for country solicitors duly authorized, obtained an order for taxation of costs. The petition for the order was indorsed with their own name without the name of their principals. On motion of the client the order was set aside as irregular, but without costs.

STATUTE OF FRAUDS—GUARANTY—CONSIDERATION.

In *Miles v. New Zealand Alford Estate Co.*, 32 Chy. D. 266, the plaintiff was equitable mortgagee of certain shares in the defendant company, of which he had given notice to the company. By the terms of the articles of association, it was declared that the company should have a first and paramount lien upon the shares of every member for his debts, liabilities, and engagements to the company. After the plaintiff had given notice of his mortgage, the mortgagor, who was also a director of, and vendor to the company, was threatened with proceedings, and in consequence gave a written guaranty for the payment of a minimum dividend for the period of ninety years. No consideration for the giving of the guaranty appeared on the face of the instrument. The defendants claimed to be entitled to priority in respect of this guaranty over the plaintiff's mortgage. North, J. held that there was sufficient consideration for the

guaranty, but following the decision of Field, J., in *Bradford Banking Co. v. Briggs*, 29 Chy. D. 149, which had not then been reversed, he held the defendants were not entitled to priority. On appeal, Cotton and Fry, L.L.J., although agreeing that if there had been a valuable consideration for the guaranty the defendant company would have been entitled to priority on the authority of the decision of the Court of Appeal in *Bradford Banking Co. v. Briggs*, 31 Chy. D. 19, were however of opinion that there was no sufficient evidence of any intended claim by the company or the shareholders against the guarantor; or any contract binding the company to abandon such claim, and therefore, that the guaranty was without consideration. Bowen, L.J., on the other hand, agreed with North, J. The result was that although the majority of the Court of Appeal differed with North, J., on both points, they nevertheless affirmed his decision.

LUNATIC—VENDOR AND PURCHASER—TRUSTEE ACT, 1850.

In *Re Colling*, 32 Chy. D. 333, certain persons having been authorized by the court to make sale of certain property of a lunatic, effected a sale, but, before payment of the purchase money or execution of the conveyance, the lunatic died. The present application was made under the Trustee Act, 1850, to have the deceased lunatic declared a trustee, and for the appointment of another person as trustee to complete the sale. But the Court of Appeal held the order could not be made; that a vendor cannot be deemed a trustee within the Trustee Act until he had been so declared by the decree of the court, inasmuch as there may always be a question whether the contract could be enforced by a suit for specific performance; and that it would be extremely inconvenient to declare a vendor a trustee upon a petition on which that point could not be decided.

JOINT STOCK COMPANY—SUBSCRIPTION FOR SHARES BY AGENT VERBALLY APPOINTED.

In *re Whitely*, 32 Chy. D. 337, was an application by a person who had been placed on the list of contributors of a company being wound up to have his name removed, on the ground that the subscription for the shares had been made by an agent verbally appointed, and was therefore not binding. But the Court of Appeal (affirming Bacon, V.C.) held that