

VENDOR AND PURCHASER — ASSIGNMENT OF CONTRACT — PAYMENT ON ACCOUNT TO ASSIGNEE OF VOIDABLE CONTRACT — MONEY HAD AND RECEIVED.

In *Fleming v. Loe* (1902) 2 Ch. 359, the Court of Appeal (Williams, Romer and Stirling, L.JJ.) have reversed the judgment of Cozens-Hardy J. (1901) 2 Ch. 594 (noted ante p. 70, and dismissed the counter claim, holding upon the facts that the moneys paid to the plaintiff Loe's assignee, had been duly appropriated by him to the purpose for which under the contract they were paid and intended by the defendant, and therefore could not now be recovered from the plaintiff.

WILL — CONSTRUCTION — "ELDEST SON ENTITLED TO POSSESSION" — SALE BY ELDEST SON OF FUTURE ESTATE.

The Law Union & C. Insurance Co. v. Hill (1902) A.C. 263, is a case which was previously known as *Shuttleworth v. Murray*, and the House of Lords (Lord Halsbury L.C. and Lords Macnaghten, Shand, Davey, Brampton, Robertson and Lindley) have affirmed the decision of the Court of Appeal (1901) 1 Ch. 819 (noted ante vol. 37, p. 497). By the terms of a will successive life estates in Blackacre were limited to the members of a class other than the eldest or only son, entitled to the possession or receipt of the rents and profits of Whiteacre as tenant for life or a greater estate. A tenant in tail in remainder joined with the father the tenant in tail in possession of Whiteacre in a sale of Whiteacre. The Court of Appeal overruling Cozens-Hardy J., held, that the son was not entitled to the possession or receipt of the rents and profits of Whiteacre within the meaning of the will and was therefore not excluded, and the House of Lords have affirmed that conclusion.

UNDUE INFLUENCE — HUSBAND AND WIFE — SOLICITOR AND CLIENT — INDEPENDENT ADVICE.

Willis v. Barron (1902) A.C. 271 is the case known as *Barron v. Willis* (1900) 2 Ch. 121, (noted ante vol. 36, p. 622). In this case the plaintiff sought to set aside a deed which she had been induced to sign changing, to her prejudice, the terms of a marriage settlement. She was induced to execute the instrument on the representation that it was necessary to correct a mistake in the settlement, but she was not informed by the solicitor, who drew it up at the request of her husband, and whose son was materially benefited by the deed, that she was not under any obligation to execute it, and that it was contrary to her interest to do so. The decision of the Court of Appeal setting aside the deed was affirmed by the