solicitor does not discharge his duty by satisfying himself that the donor understands and wishes to carry out the particular transaction. He must also satisfy himself that the gift is one that is right and proper for the donor to make under all the circumstances; and if he is not so satisfied, his duty is to advise his client not to go on with the transaction, and to refuse to act further for him if he persists."

VENDOR AND PURCHASER—SALE OF LEASEHOLDS BY EXECUTOR—ACTUAL NOTICE THAT THERE ARE NO DEBTS OF TESTATOR.

In re Verrell's Contract (1903) 1 Ch. 65. This was an application under the Vendors' and Purchasers' Act. The contract in question was for the sale of the leasehold estate belonging to the estate of a deceased testator. The testator appointed his widow his sole trustee and executrix and gave to her all his estate upon trust for sale or conversion for the benefit of herself during life or widowhood, and declared it to be her wish that, unless circumstances otherwise required it, his leasehold should not be converted during the life or widowhood of his wife, and at his death he bequeathed the leasehold to his son. The property was offered for sale eighteen years after the testator's death. The purchaser had actual notice that there were no debts of the testator unpaid, and no reason for selling was suggested. Under the circumstances Kekewich, J., held that the title was not one which ought to be forced on the purchaser.

COMPANY—WINDING UP—CALL—CONTRIBUTORY—SET OFF—COMPANIES' ACT, 1862 (25 & 26 VICT., c. 89) ss. 38, 101. (R.S.C. c. 129, ss. 57, 73.)

In re Maxim Co. (1903) 1 Ch. 70, was a winding-up matter. Before the winding up the company had commenced an action against certain shareholders for the amount of a call in which the defendants had pleaded a set off. While the action was pending the winding up was commenced, and the liquidator took proceedings to compel payment of the call. The shareholders claimed the right to set off a contra account against the company, but Byrne, J., held that under the Companies' Act, s. 101, they were not entitled thereto, and that notwithstanding the set off was pleaded in the action brought by the company, the debts remained separate and distinct debts until judgment, and therefore there had been no effectual set off before the winding up. See *Maritime Bank* v. *Troop*, 16 S. C. R. 456.