in making it she was carrying out her deceased husband's wishes. The Court of Appeal proceeded on a somewhat broader ground, that it is not every fiduciary relation between a donor and donee which will induce a court of equity to set aside a gift for want of independent advice, but only where the relations between the donor and donee raise a presumption of undue influence, and that it is sufficient if an independent adviser sees that a donor understands what he is doing and intends to do it, and that it is not necessary for him to advise him to do it, or not to do it; as Moulton, L.J., puts it, independent and competent advice, does not mean independent and competent approval.

COMPANY—WINDING-UP—"SURPLUS ASSETS."

*In re Ramel Syndicate* (1911) 1 Ch. 749. In this case a company was being wound up. By its articles of association there were two classes of shares of £1 and 1s. each. The former was called class A and the other class B and it was provided that in the event of the company being wound up "the surplus assets" were to be equally divided, one half to be distributable among class A and the other among class B. The point Neville, J., was called on to decide was, whether the expression "surplus assets" meant the surplus which remained after payment of all the debts and outside obligations of the company, or whether it meant the surplus left after payment of all debts and the return of all paid up capital to the shareholders; and the learned Judge came to the conclusion that the latter alternative was the proper meaning of the words.

MUNICIPALITY—COUNCILLOR—DISQUALIFICATION — JOINT COMMITTEE FOR TWO DISTRICTS—CLERK OF COMMITTEE—(CON. MUNICIPAL ACT (3 EDW. VII. c. 19) s. 80).

*Greville-Smith* v. *Tomlin* (1911) 2 K.B. 9. In this case two municipal bodies had formed a joint committee composed of members of each corporation for the purpose of providing hospital accommodation for the use of inhabitants of both municipalities, the defendant, a councillor of one of the municipalities, was appointed secretary of this committee and paid for his services out of a fund contributed to by both municipalities. On a case stated by justices a Divisional Court (Lord Alverstone, C.J., and Ridley, and Channell, JJ.) held, that the defendant was the holder of a paid office under the council of which he was