Application on the part of respondent that these causes be declared privileged, being a Crown case; rejected.

The Queen v. *Prevost.*—Heard on Reserved Case; C. A. V.

Les Sœurs de l'Asile de la Providence & Le Maire et al. de Terrebonne.—Heard on merits; C.A.V.

THE PRINCE'S MAJORITY.

The law is singularly bare in its recognition of the second generation of the Royal family, even in the case of its senior male representative, when the first generation includes his father. He is not even entitled in strictness to be called heir presumptive to the Crown, because there can be no heir presumptive when there is an heir apparent, and his father's titles admit of no courtesy title customarily borne by the heir apparent to them. His place in point of precedence is after his uncles, as was settled in 1760, when the Duke of York, in the lifetime of George II., took his seat in the House of Lords. Nothing remains except the comparatively modern title of Prince, to which must be added the first Christian name, as in point of law the first Christian name is the only Christian name, no one being entitled to more than one. Even the position during minority of a son of the Prince of Wales is rather vaguely defined by the law. In 1718 it was decided by a majority of ten judges to two that the education and care of the sovereign's grandchildren belong to the sovereign during the lifetime of their father; but the decision of the majority has had doubts thrown upon it. It has never been doubted that, at common law, the approval of the marriage of the sovereign's grandchildren belongs to the sovereign, and now, by statute, control is given to the Crown over the marriage of all the English descendants of George II. It is a popular error that a prince in the direct line of the throne comes of age, in the sense of capacity for reigning, before he attains twenty-one. The fact is that the heir to the throne is always capable of reigning, as the sovereign is never a minor. In the case of sovereigns of tender years, regents have been appointed; but the age at which sovereigns who were minors began to act for themselves has varied from time to time. Henry III. and Edward III. were considered of full age to act as kings at eighteen; Richard II. and Henry VI. not till twenty-three; and by a statute of Henry VIII. his successor, if a male, was to be under guardianship until eighteen, and, if a female, until sixteen. The modern practice has been to make eighteen the full age of a sovereign, as evidenced by the statute in regard to the children of Frederick, Prince of Wales, in regard to the children of George III., and in regard to the children of her present Majesty and the late Prince Consort, in the event of that Prince surviving Her Majesty, and the heir to the throne being under that age. No age, however, is now fixed by law before attaining which the sovereign cannot reign without a regent. The attainment by Prince Albert of Wales of the age of twenty-one has legally even less significance than in the case of an ordinary subject. Although he is, like others, no longer under pupilage in the general sense, he, unlike them, is still not master of himself in regard to marriage.—*Law Journal* (London).

CHANCERY DIVISION.

LONDON, Dec. 13, 1884.

Before PEARSON, J.

THE BANBURY AND CHELTENHAM DIRECT RAILWAY COMPANY v. DANIEL.

(Law J. Notes of Cases.)

Agreement to make Railway—Contractor—Property in Materials Delivered, but not Fixed—Payment by Instalments—Engineer's Certificates.

By an agreement, dated August 15, 1882, and made between the plaintiff company and the defendant, a contractor, for the construction and completion of a railway, it was provided that once in each month, during the progress and until the completion of the railway, the company's engineer should certify the amount due and payable to the contractor, in respect of the value of the works executed and materials delivered, and that such certificates should be paid seven days after presentation to the company's secretary.

In November, 1884, the plaintiffs brought this action, claiming an injunction to restrain the defendant from removing from the company's land any materials then remaining thereon, which were included in the certificates of the company's engineer.

Cookson, Q.C., and *A. Beddall* now moved for an injunction.

S. Hall for the defendant.

PEARSON, J., held that, on the giving of a certificate by the engineer, the property in the materials comprised in it passed to the company, though the materials delivered were not yet fixed, but remained loose on the company's land, and granted the injunction accordingly.