

payable to him by the company in cash, against his liability for future calls, that such agreement amounted to a payment of the calls in cash.

CHARITY—MORTMAIN—9 GEO. II., c. 36—BONDS OF HARBOUR TRUSTEES.

The question *In re David Buckley v. Royal National Life-Boat Institution*, 41 Chy.D. 168, for the consideration of North, J., was whether certain bonds issued by harbour trustees, constituted an interest on land within the meaning of 9 Geo. II., c. 36. The trustees in question were entitled to collect tolls, among other things, for the use of bridges, and by the bonds in question, which were issued in pursuance of a statute, they assigned to the obligee "such portion of the several rates, tolls, rents, and other moneys arising by virtue of the Act, as the said sum of £100" bore to the whole amount advanced, upon the credit of such rates, tolls, etc. This, North, J., held to amount to an assignment of the bridge tolls specifically, and that these tolls constituted an interest in lands, and that consequently the bonds in question were within 9 Geo. II., c. 36, and could not therefore be given by deed to charities not authorized to hold land.

PAYMENT OF MONEY OUT OF COURT—ERRONEOUS ORDER MADE DEALING WITH FUND IN COURT—SOLICITOR, LIABILITY OF.

*In re Dangar's Trusts*, 41 Chy.D. 178, is a case deserving the careful attention of solicitors. In drawing up an order relating to money in Court it was, through the negligence of the solicitor, erroneously made to apply to the whole of the fund in Court, instead of to a part of it only. In pursuance of the order the money was paid out to persons not entitled, and this was an application by the party injured, to compel the party to whom the money had been erroneously paid, and the solicitor, to make good the loss. Stirling, J., after a very elaborate and careful review of the case, held that the solicitor was liable to make good any part of the fund which could not be recovered from the estate of the person to whom it had been erroneously paid.

FAMILY SETTLEMENT—INFLUENCE OF FATHER—INDEPENDENT ADVICE—BENEFIT TO FATHER.

The only case remaining to be noticed is *Hoblyn v. Hoblyn*, 41 Chy.D. 200, which was an action to set aside a re-settlement of family estates, on the ground that the settlor was under the control of his father and had no independent advice, and that by the settlement a benefit was given to the father. But Kekewich, J., upheld the settlement, holding that for the validity of a re-settlement of family estates by a son, being tenant in tail in remainder, it is not essential that the son should have independent advice, and the Court will not inquire whether the influence of his father was exerted with more or less force. But when the father obtains a benefit, that fact necessarily arouses the jealousy of the Court, but such a provision is not necessarily unfair, nor, if unfair, is it fatal to the entire arrangement, and the objectionable provision may be expunged without affecting the validity of the rest of the deed; and in the present case such a provision was released by the father, and the rest of the settlement was held good.