

MARRIAGE SETTLEMENT—RECTIFICATION—AFTER-ACQUIRED PROPERTY—AGENCY OF WIFE'S FATHER.

In the case of *Tucker v. Bennett*, 38 Chy. D. 1, the Court of Appeal (Sir J. Hannen, P.P.D., Cotton and Lopes, L.JJ.), reversed the decision of Kekewich, J., 34 Chy. D. 754, noted *ante*, vol. 23, p. 232. The learned judge of first instance directed a marriage settlement to be rectified, on the ground that the settlement had been prepared and its terms settled according to the directions of the lady's father, and without her having any independent advice, and contained provisions for the settlement of her after-acquired property, and no power of appointment had been reserved to her over such after-acquired property in the event of her having no issue, and according to the trusts of the settlement, it would devolve in such an event on the next of kin of the settlor—the father. It was proved that the terms objected to had been the subject of express stipulation by the father at the time the settlement was drawn, and that they had been communicated to the daughter, and that she had left the matter to her father to do what he thought was right. Under these circumstances, the Court of Appeal held that no alteration could be made in the settlement; Hannen, P.P.D., however, dissented on the ground that he thought that the case turned on the question of fact, whether the objectionable provisions had been brought to the attention of the wife, and whether she had assented thereto, and on this point he was not prepared to say the conclusion of Kekewich, J., was wrong. Lopes, L.J., was of opinion that a father living on affectionate terms with his daughter, is "her natural agent" in matters relating to the preparation of her marriage settlement.

COMPANY—WINDING UP—CONTRIBUTORY—DIRECTOR.

In re Wheat Buller Consols, 38 Chy. D. 42, an important point of company law was decided. By the articles of association of a limited company it was provided that the qualification of a director should be the holding of 250 shares at least, that he might act before acquiring his qualification; but that his office should be vacated if he did not acquire it within three months after his election. One Jobling, who had subscribed for ten shares only, was elected a director, he accepted the office, and attended the meetings of directors; but he never applied for, nor had allotted to him any more shares. The Court of Appeal (Cotton, Lindley and Bowen, L.JJ.), held, overruling the Vice-Warden of the Stannaries Court, that Jobling's acceptance of the office of director, and his continuing to act after the time by which the qualification ought to have been acquired, did not amount to a contract on his part, to take the additional shares requisite for his qualification, and that he was liable to be placed on the list of contributories for ten shares only.

CONSENT OF COUNSEL—WITHDRAWAL OF CONSENT—MISTAKE.

The only point for which it is necessary to notice, *In re West Devon Great Consols Mine*, 38 Chy. D. 51, is the decision of the Court of Appeal as to the effect of a consent by counsel not to appeal from an order. The appellants were