panies Clauses Act (8 & 9 Vict. c. 16), the power of re-borrowing shall not be exercised without the authority of a general meeting of the company; and a copy of the order of a general meeting giving such authority, and certified by one of the directors to be a true copy, is sufficient evidence of the same having been made. No general meeting was called to authorize the above re-borrowing. *Held*, that the debenture issued to W. was void, as *ultra vires*. Those issued to E. for cash were valid, notwithstanding the want of a general meeting. The above § 39 was not for the protection of other creditors, but of the company against the directors; and though the latter might be personally liable, as between themselves and the company, the clause was directory, as against the holder of the debenture. The debentures issued for the Lloyd's bond were void, unless it could be shown that it was given for money due to a contractor or the like, and not merely for money borrowed. L. was to be paid the amount actually due him under the agreement.—*Fountaine* v. *Carmarthen Railway Co.*, Law Rep. 5 Eq. 316.

2. Defendant Company A. was registered for financial operations; by the articles, the limitation of the liability of shareholders was to be unalterable, but there was a power to amalgamate with other companies having the same objects. In March, 1865, it was agreed between the respective directors that Company A. should be amalgamated with Company B., registered for banking and financial operations, and "any further objects which the company might from time to time adopt." Shareholders of A. were to take 25,000 shares of B. at £6 per share, to be credited as £5. The sum of £150,000 to be paid from the assets of A., and, if they proved insufficient, then by a call on the shareholders of the same. The amalgamation and the winding up of A. were resolved on, April, 1865. *Held*, not within the powers of the directors of A., under their articles, as the objects of B. were different, and the liability of the shareholders of A. was increased; nor under Companies Act, 1862, § 161, as it was not a sale of the assets of A., with an option of purchase of shares in B., but a binding of A. to take so many shares, and making its shareholders liable to a call for that purpose before it could be dissolved.

The plaintiff, as shareholder in A., first knew that any thing erroneous had been done in June, 1865. In September, 1865, notice of the registration of certain shares in B., under the arrangement, was first sent to the Registrar of Joint Stock Companies, and advances were made by B. to A., nothing serious having been done before. Bill filed Nov. 10, 1865, on behalf of all the stockholders. *Held*, not too late; and, though some stockholders had assented, that plaintiff was competent to sue, on behalf of all, to set aside a transaction which was *ultra vires*.—*Clinch* v. *Financial Corporation*, Law Rep. 5 Eq. 450. See *Imperial Bank of China, I. & J.* v. *Bank of Hindostan, C. & J.* Law Rep. 6 Eq. 91.

As to secret receipt of money by directors of the old company in such case, see *Atwool* v. *Merryweather*, ib. 464, in notes.

See Attachment, 2; Company, 2; Debenture, 1; Winding up, 1.

Undue Influence.

Persuasion is not unlawful; but pressure, of whatever character, if so exerted as to over power the volition, without convincing the judgment, of a testator, will constitute undue influence, though no force is either used or threatened.—*Hall* v. *Hall*, Law Rep. 1 P & D 481.

Usage.—*See* Principal and Agent.

Vendor and Purchaser of Real Estate.

W. agreed to buy of B. an estate for £250,000, which he then agreed to sell to the A company for £350,000. By both agreements the acreage was to be conclusively shown by the title deeds, and was specified in the agreements; but B. told W., who told the company, both acting *bona fide*, that there were 1,580 acres. Before making their agreement, the company had the estate valued by a surveyor; but it did not appear whether he measured it. After W. had paid B. £50,000, and the company had paid W. £75,000, and had given him their bonds for £75,000, the company refused to complete the purchase, alleging a failure in quantity. The lands were mineral lands, and, after a failure of a third, would have lasted two hundred years. W. thereupon refused to complete his purchase on the same ground, and sued B. for £50,000 and damages. B. offered to reduce the purchase money £50,000, and W. made a like offer to the company; but both offers were refused. W. compromised his action, B. repaying £50,000, and their agreement was cancelled. The company was wound up, and the liquidator, six months after their repudiation of the purchase, sued W. to have the contract cancelled, the £75,000 and the bonds returned, and that W. should be enjoined from parting with the bonds. The bill did not allege a deficiency of acreage, and there was no evidence of it.