

that persons purchasing with ordinary caution are likely to be misled, though they would not be misled if they saw the two trade marks side by side. Nor can a trader, even with some claim to the mark or name, adopt a trade mark which will cause his goods to bear the same name in the market as those of a rival trader. *Seixo v. Provezende*, Law Rep. 1 Ch. 192.

*Joint Stock Company—Shares taken by Executors.*—The directors of a Joint Stock Company offered their reserved shares to shareholders and the executors of deceased shareholders, in proportion to the amount of their original shares:—*Held*, that executors who accepted shares must be put upon the list of contributories in their own name, and not in their representative character. The fact that the new shares were offered to, and accepted by, the executors in their representative character, and that the directors had no power to offer the shares to them in any other character, did not preclude the executors from being personally liable as between them and the other contributories. *In re Leeds Banking Co.*, Law Rep. 1 Ch. 231.

*Undue Influence—Confidential Relation.*—In judging of the validity of transactions between persons standing in a confidential relation to each other, the material point to be considered is whether the person conferring the benefit on the other had competent and independent advice. The age or capacity of the person conferring the benefit, and the nature of the benefit, are of but little importance in such cases: they are important only where no such confidential relation exists. The Court will not undo a trifling benefit conferred by one person on another, standing in a confidential relation to him, unless there be *mala fides*. *Rhodes v. Bate*, Law Rep. 1 Ch. 252.

*Infant—Religious Education.*—A father, being a beneficed clergyman of the Church of England, appointed his widow and a clergyman guardians of his infant children. The widow became a member of the sect of *Plymouth Brethren*. On the application of the other guardian, the Court ordered the children, who were respectively in their fifteenth and

twelfth years, to be brought up as members of the Church of England, and restrained their mother from taking them to a chapel of the Plymouth Brethren. In such a case the Court will pay no regard to the fact that the father was well affected towards dissenters, and associated with them; nor will it be influenced by the wishes of the infants upon the subject. *In re Newbery*, Law Rep. 1 Ch. 263.

#### EQUITY CASES.

*Insurance Company—Lost Policy.*—An insurance company paying under a decree of the Court the money payable under a lost policy, are sufficiently indemnified by the decree, and are not entitled to any indemnity from the persons to whom the money is paid. *England v. Tredegar*, Law Rep. 1 Eq. 344.

*Insolvency—Foreign Court.*—The plaintiff, a native of one of the colonies, alleged that he had taken the benefit of a Colonial Insolvent Act, in consequence of having had a judgment recovered against him in the Colonial Court, from which judgment he had appealed, but unsuccessfully; that the assignee, now in England, had assets in his hands, out of which, if the judgment were reversed, a large surplus would be coming to him; that the judgment was the result of an erroneous decision, and an appeal would probably be successful; but that the assignee, colluding with the judgment creditor, refused to prosecute such appeal; and prayed that the assignee might be decreed to prosecute the appeal, or that the Court would enable the plaintiff to prosecute the appeal in the name of the assignee. *Held*, that there was no sufficient averment that the plaintiff had failed to obtain justice in the ordinary tribunals of his own country to empower the Court to interfere; and demurrer allowed. *Smith v. Moffatt*, Law Rep. 1 Eq. 397.

*Specific Performance.*—Under an agreement to let a house for three years, at a yearly rent, by which the landlord agreed, at the request of the tenant, to grant him a lease for a term from the expiration of the three years' occupancy, at the same rent, the tenant undertaking to keep the house in repair:—*Held*, that the tenant was entitled, four years after the expiration of the three years' occupancy, to