

REVIEW OF CURRENT ENGLISH CASES.

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CONTRACT — ILLEGALITY — MARRIAGE BROKAGE — CONTRACT TO BRING ABOUT INTRODUCTION WITH A VIEW TO MARRIAGE — EXPENSE INCURRED IN CARRYING OUT CONTRACT — RESCISSION OF CONTRACT — RECOVERY OF MONEY PAID UNDER ILLEGAL CONTRACT.

In *Hermann v. Charlesworth* (1905) 2 K.B. 123 the Court of Appeal (Collins, M.R., and Mathew and Cozens-Hardy, L.JJ.,) have been unable to agree with the decision of the Divisional Court (1905) 1 K.B. 24 (noted ante, p. 361,) and strange to say although the action is essentially of a common law character the decision of the Court of Appeal is principally founded on equity cases. The Divisional Court, it may be remembered, came to the conclusion that the contract to introduce the plaintiff to persons of the opposite sex with the hope and expectation that one among them might desire to become her husband, was not a marriage brokerage contract, which they considered was a contract directed to procuring marriage with some particular individual. The Court of Appeal, however, hold there is no ground for that distinction, and on the authority of the equity case of *King v. Burr*, 3 Mer. 693, they held that the contract in question was illegal and that the plaintiff was entitled to rescind it and recover back her money; and that the fact that the defendant had incurred expense in bringing about introductions in performance of the contract did not disentitle the plaintiff to succeed.

COMPANY — SHARE CERTIFICATE — RE-DELIVERY OF SHARE CERTIFICATE TO TRANSFEROR — FRAUDULENT TRANSFER OF SHARES — ESTOPPEL — MISTAKE OF COMPANY'S SECRETARY.

Longman v. Bath Electric Tramways (1905) 2 Ch. 646 is a case which forcibly illustrates the danger of relying on a share certificate as of itself evidence of ownership. In this case the holder of shares in a limited company transferred them and delivered the certificate thereof to his transferee, who forwarded it to the company with the transfer, in order that the transfer might be registered in the company's books. After the registration of the transfer, the secretary of the company by mistake sent the certificate to the transferor, who fraudulently represented himself to the plaintiffs still to be owner of the shares men-