

an allegation of undue influence, and on the contrary they hold the onus is on the party impugning the transaction to prove that undue influence was exercised. Moulton, L.J., agrees with the view expressed by Cozens-Hardy, M.R., in *Barron v. Willis* (1899) 2 Ch. 578, that the relation of husband and wife is not one of those to which the doctrine of *Hugenin v. Baseley*, 14 Ves. 273 applies, notwithstanding a contra dictum of Lord Penzance in *Parfitt v. Lawless*, L.R. 2 P. & M. 462, at p. 468. It may be useful to compare this decision with *La Banque Nationale v. Usher*, 13 O.W.R. 896; *Euclid Avenue Trust Co. v. Hobs*, ib. 1050, and *Sawyer-Massey Co. v. Hodgson*, ib. 980; *Stuart v. Bank of Montreal*, 41 S.C.R. 516.

RAILWAY—LEVEL CROSSING—ROAD RAISED ON EITHER SIDE OF RAILWAY—REPAIR OF ROADWAY.

In *Hertfordshire v. Great Eastern Ry.* (1909) 2 K.B. 403 the Court of Appeal (Lord Alverstone, C.J., and Moulton and Farwell, L.J.J.) agree with the decision of Jelf, J. (1909) 1 K.B. 368 (noted ante, p. 283), to the effect that where a railway in pursuance of its statutory powers lays its track across a public highway at a higher level than the highway, and in order to bring the roadway up to the level of the track, constructs two inclined planes on either side of the track, there is imposed by the common law on the company an implied liability to keep the roadway in repair upon the whole of such approaches, including that part which lay outside of the railway fences.

SHIP—AGREEMENT WITH CREW—STIPULATIONS CONTRARY TO LAW—MERCHANT SHIPPING ACT, 1894 (57-58 VICT. C. 60) s. 114.

*Mercantile Steamship Co. v. Hall* (1909) 2 K.B. 423. The plaintiffs sought to enforce an agreement made by their master with the crew of the plaintiffs' ship, whereby it was agreed that for absence by the defendants without leave deductions should be made from their wages differing in amount, and enforceable in a different manner from the deductions provided in such a case by the Merchant Shipping Act, 1894; and it was held by Pickford, J., such an agreement is "contrary to law" within the meaning of s. 114 of the Act, and is therefore not permissible.