

bequest beneficially for her own use. He points out that the cases have established a distinction between those cases where the will is made on the faith of an antecedent promise by one of the joint tenants that he will carry out the wishes of the testator, and those cases in which a will is left unrevoked on the faith of a subsequent promise by one of the joint tenants to execute a secret trust. In the former case the trust binds both joint tenants. In the latter case, only the legatee who is apprised of the trust is bound. He held the present case to come within the second class, because the plaintiff had failed to establish that the will had been made on the faith of the plaintiff executing the alleged trust.

SETTLEMENT — VOLUNTARY, BY LADY JUST OF AGE — FIDUCIARY RELATIONSHIP—INDEPENDENT ADVICE—SOLICITOR, DUTY OF—POWER OF REVOCATION—COSTS.

Powell v. Powell (1900) 1 Ch. 243, was an action brought to set aside a voluntary settlement made by the plaintiff, a young lady, who had just attained twenty-one, in favour of her half-brother and sister, and her former guardian. On her coming of age, the defendant, who had been the plaintiff's guardian, presented her with a memorandum, signed by her deceased father, in which he expressed the wish that she should make a statement of her property so as to give her half-brother and sister an equal share, and the plaintiff, in order to give effect to her late father's wishes, was persuaded to execute the settlement in question, which contained no power of revocation, under which she took one-third of the income of the settled fund during the joint lives of herself and the defendant (her former guardian), and the latter the other two-thirds, with alternate limitations of the capital on the death of the defendant (the former guardian) amongst the plaintiff and her half-brother and sister in equal shares. The same solicitor acted for both parties, and he was made a party to the action. Farwell, J., was of the opinion that the settlement could not be supported, as the plaintiff had been induced to make it without independent advice, and on the solicitation of her former guardian, between whom and herself a judiciary relationship had so recently existed. He was also of opinion that a solicitor called upon to advise in such a case cannot properly act for both parties, and that it is his duty to protect the donor as far as possible against himself, and not merely against the personal influence of the