his wife. On 17 November, 1911, he made a codicil, and, without making any alteration in the above-mentioned bequest, gave certain additional legacies and otherwise confirmed his will. Joyce, J., who tried the action, considered that there was no inconsistency between the bequest, and the gift *inter vivos*, the latter being the gift of a particular piece of land which had been discussed before the will was made and might have been an act of spontaneous bounty on the part of the testator quite independent of the legacy, or of any moral obligation he might feel to fulfil his wife's request to do something for the parish; and the subsequent confirmation of the will after the gift had been made, though not of itself decisive of the question, was at all events entitled to consideration as turning the scale when there is any doubt.

COMPANY—DIRECTORS—CONTRACT WITH ANOTHER COMPANY IN WHICH A DIRECTOR HOLDS SHARES—SHARES HELD BY DIRECTOR IN TRUST—NOTICE OF IRREGULARITY—RESCISSION.

Transvaal Lands Co. v. *New Belgium etc. Co.* (1914), 2 Ch. 488. This was an action to set aside two transactions between the plaintiff and defendant companies, on the ground that the resolutions by which they were authorized were invalid because of the personal interest of two of the directors in the subject matter of the transactions. The articles of the plaintiff company provided that "no contract or arrangement entered into on behalf of the company with any directors, or any firm of which a director is a member, shall be avoided, nor shall such directors be liable to account to the company for any profit realized by any contract or work by reason of such directors holding that office or of the fiduciary relation thereby established, provided he discloses the nature of his interest; but no director shall vote in respect of any contract in which he is concerned." The transactions in question were, (1) a contract by the plaintiff company to buy certain shares of a third company held by the defendant company; and (2) a contract to sell certain forfeited shares of the plaintiff company to the defendant company. Two of the directors of the plaintiff company were also directors of the defendant company. One of them (Samuel) did not vote as "being a director" of the defendant company. The other (Harvey), who held shares in the defendant company in trust for his wife and another, did vote in favour of the resolutions, and without his vote there would have been no quorum. The plaintiff company subsequently discovered that the director, Samuel, who did not vote, held about