

of the company, employed Hodgson as their agent and he gave a bond to the company to secure any future indebtedness by him as agent. Having become indebted to the company Hodgson charged his interest in the shares held by him as one of the trustees. The company, having recovered judgment against Hodgson, claimed to retain the whole of the dividends on the shares held in trust, and subsequently sold the shares and claimed to retain the debt due by Hodgson out of the proceeds. Hodgson having ceased to be a trustee, the plaintiffs, as the present trustees of the shares, brought the present action against the company for wrongfully dealing with the dividends and shares, and it was held by Paterson, J., who tried the action, that the articles, and s. 27 of the Statute, do not protect the company which in face of notice that the shareholder is not the beneficial owner makes advances, or gives credit to such shareholder, so as to enable the company to charge the shares in respect of such credit or advances to the prejudice of the beneficiaries, and the company was accordingly ordered to account for the dividends and proceeds of shares applied on Hodgson's indebtedness.

SETTLEMENT — CONSTRUCTION — INFANT — MAINTENANCE —
CLAUSE LIMITING TRUSTEE'S DISCRETION—FATHER'S RIGHTS
—REPUGNANCY—PUBLIC POLICY.

In re Borwick, Woodman v. Borwick (1916) 2 Ch. 304. This was an application by an infant for an allowance for maintenance in the following circumstances: Under a voluntary settlement made by the infant's maternal grandfather he was entitled to a large amount of stock in a company contingently on his attaining twenty-one, and the trustees were empowered at their discretion to apply part of the income not exceeding £500 per annum for the maintenance, education or advancement of the infant, but no part of the income was to be applied for the benefit of the infant while he was in the custody or control of his father, or while his father should have "anything to do with his education or bringing up." The annual income of the settled fund was £1,400; the infant was living with his father whose annual income was £340, and the father was unwilling to part with the custody or control of the infant, and no question as to the fitness of the father for the care of the infant was raised. Eve, J., who heard the application, held that the clause limiting the trustees' discretion was valid, and could not be disregarded either as being repugnant to the interest given by the settlement, or as being against public policy, as an attempt to interfere with the father's parental rights over his child. The application therefore failed.