

was discussed and relied on, being followed in the first and distinguished in the second. That was a case where an intending mortgagee had inquired of the mortgagor and his wife whether any settlement had been made on their marriage, and was informed that a settlement had been made of the wife's property only, and that it did not include the husband's estate, which was proposed as the security. It was held by Vice-Chancellor Wigram, and on appeal by Lord Lyndhurst, that the mortgagee, having advanced his money *bona fide* in the belief that the settlement did not include the husband's estate, was not affected with notice of it. The action of *Williams v. Williams* was also one turning upon constructive notice of a marriage settlement, having been instituted for the purpose of rendering a solicitor liable as constructive trustee of the purchase-money of property which had been sold by him, but which was in fact subject to the settlement. It appeared that the husband, who was married in India but had subsequently settled in England, in giving instructions to the defendant for the preparation of his will, informed him that a settlement had been prepared, but stated that it had arrived at the place where the marriage took place after its celebration, and had therefore not been executed. After the testator's death, on the occasion of the sale, a telegram relating to the settlement was brought before the solicitor, but being confident that it had come to nothing, he instructed his clerk to reply in the negative to a question by the purchaser's solicitor as to whether there had been any settlement affecting the property. Mr. Justice Kay, whilst of opinion that the solicitor had been guilty of negligence, which made it proper that he should pay the costs of the suit, considered that the case fell within the rule in *Jones v. Smith*, and accordingly declined to make the solicitor a constructive trustee of the purchase-money for the beneficiaries under the settlement. In the case of *Patman v. Harland*, the purchaser of a portion of a building estate subject to certain covenants, amongst which was one restraining the erection of any building other than a private dwelling-house, built a dwelling-house upon it and then leased it to the defendant. The lease contained a special provision for the erection in the garden of a corrugated iron building, to be used as an art studio. On the

lessee commencing the erection of the studio, the plaintiff, the original vendor of the land, brought his action to restrain the defendant from proceeding. The Master of the Rolls held, on motion, that he was entitled to an injunction. The principal argument for the defendant was based on *Jones v. Smith*, it being contended that that case lays down a general rule to the effect that where the person, through whom the notice of a deed which may affect the title has been received, has at the same time led the purchaser to believe that the deed does not really affect it, the doctrine of constructive notice does not apply. But the Master of the Rolls in his judgment pointed out the wide difference between the cases where, as in the case before him, the deed forms a necessary part of the chain of title, and where, as in *Jones v. Smith*, it is only one which (to use the words of Lord Lyndhurst), "may or may not affect the title." In the latter case there is no duty on the part of the vendor to disclose the terms of the deed unless it really does affect the title, and he cannot be compelled to disclose them if he has replied in the negative to a question whether the deed affects the title or not. His Lordship therefore held that the lessee was not released from liability by the representations made by the lessor.—*London Law Times*.

● RECENT ENGLISH DECISIONS.

Club—Rules governing interference of court with action of Club.—The rules of a club provided that in case the conduct of any member, either in or out of the club-house, should, in the opinion of the committee, or of any twenty members of the club who should certify the same in writing be injurious to the character and interests of the club, the committee should be empowered (if they deemed it expedient) to recommend such member to resign, and if the member so recommended should not comply within a month from the date of such communication being addressed to him, the committee should then call a general meeting, and if a majority of two-thirds of that meeting agreed by ballot to the expulsion of such member, his name should be erased from the list, and he should forfeit all right or claim upon the property of the club. D., a member of the club, sent a