Recent English Decisions.

Gift by infant—undue influence.

The next case requiring notice, *Taylor* v. *Johnstone*, p. 603, is of an interesting nature. It was an action by the legal personal representative of a female infant, brought for the purpose of setting aside certain gifts made by the infant shortly before her death at the age of twenty years and three months, to a man and his wife, whom the infant's father had shortly before his own death, which occurred only a few months before his daughter's, requested to take charge of her and live in her house, and with whom the infant had deliberately chosen to go and live. Evidence was given to show that the infant in question was of firm will and business habits, and under these circumstances Bacon, V. C., refused to set the gifts aside. After making some remarks on the general law of infants, which, he observes, may be in some respects anomolous, but "must be said to be settled with all its faults," the V. C. says: "An infant may contract a marriage, and the legal impediment by which the infant is prevented from executing a settlement of his or her property is removed by statute; but I am not aware of any law which prevents an infant from making a donation of any chattels or personal property in his actual possession. There is, indeed, a special law, the creation of Courts of Equity in this country, and the same law with somewhat wider scope prevails in other European systems of jurisprudence, by which persons who stand in what is called a fiduciary relation to infants are precluded from obtaining, or at least from retaining, donations or benefits of any kind from their actual or *quondam* wards." But he held that in this case no such fiduciary relation—no relationship of guardian and ward—was proved to exist between the donee and the donor. It may be added that the cases on this branch of the law are collected in the notes to *Mitchell* v. *Humfray*, L. R. 8 Q. B. D. 587, in the June number of the American Law Register (21 Am. L. Reg. N. S. 371).

Wills Act—R. S. O., c. 106, sec. 35.

In the next case, *re Hensler*, p. 612, a father by his will devised certain real estate to his son, who predeceased him, leaving issue, but before his death made a will leaving all his real estate to his father, and the question was whether the legal fiction created by the above section of the Wills Act, by which the devise of a father to a son predeceasing him, leaving issue, is to take effect as if the death of such son had happened immediately after the death of the testator, was to be extended so far as to hold the devise by the son to the father, in this case, a valid devise. Hall, V. C., held against this view, and declared the son to have died intestate as to his property. He says: "It seems to me that the object and purpose of the section was to effectuate the will of the father, and that that object and purpose are satisfied by holding that the son took the estate. Effect would have been given to the will of the son in case he had left property to some other than his father and who in fact survived him, yet as he left it to his father the gift by the son fails, for I cannot hold that the section ought to be extended to any case beyond the one expressly provided for."

Principal and surety—transfer of securities.

The next case, *Forbes* v. *Jackson*, p. 615, illustrates the rights of a surety to a transfer of securities, on payment of his principal's debt. There was in this case, a mortgage of leaseholds for £200, and the assignment of a policy on the life of the mortgagor as collateral security. The plaintiff, as surety for the mortgagor, covenanted with the mortgagee that while the £200 remained owing, he would pay interest on that amount at 5 per cent. and also pay the premiums on the policy. Subsequently, without the knowledge of the plaintiff the mortgagee made further advances to the mortgagor on the security of the same premises. The plaintiff, then, having paid all arrears of interest, and also the premiums on the policy, gave notice of his