

Whitehead signed the articles of association and agreed to accept 1068 shares, and the question now arose whether his estate was not liable to have these shares treated as not fully paid up, by reason of the fact that no contract had been filed previously to the issue of the shares. The difficulty was occasioned by the decision in *Dalton Time Lock Co. v. Dalton*, 66 L.T. 704, to the effect that the issue of the certificate of incorporation operated as an allotment of the shares subscribed for in the memorandum of association. Cozens-Hardy, J., made the order asked for, prefacing the order with a recital that the 1068 shares referred to in the agreement were those for which he subscribed the memorandum of association.

POWER—JOINT DONEES—CONVEYANCE BY ONE DONEE AND PERSONS ENTITLED IN DEFAULT—CONCURRENCE OF OTHER DONEE—NO REFERENCE TO POWER—IMPLIED RELEASE.

In *Foakes v. Jackson* (1900) 1 Ch. 807, a husband and wife had a joint power of appointment over certain property, and subject thereto, the survivor had a separate power of appointment over the same property in favour of certain objects. The husband and wife and the persons entitled in default of appointment executed a deed whereby the wife (with her husband's concurrence) and those persons according to their several and respective estates and interests as beneficial owners, assigned the property to an object. The joint power was not referred to in this deed. The wife died, and the husband then executed a deed purporting to appoint the property in favour of other persons. Farwell, J., however, held that this latter appointment was inoperative, and that if the deed of assignment executed by the wife, with the husband's concurrence, did not operate as a joint appointment, which he was inclined to think was the case, it nevertheless operated as a release of the husband's separate power, following *Re Hancock* (1896) 2 Ch. 173, 183 (noted ante vol. 32, p. 619).

EVIDENCE—STATUS AND BOUNDARIES OF FOREIGN STATE—JUDICIAL COGNIZANCE OF STATUS OF FOREIGN STATE.

In *Foster v. Globe Venture* (1900) 1 Ch. 811, two of the issues raised were, whether the tribes of Suss were independent, or were subjects of the Sultan of Morocco; and whether a tract of land between the Atlas Mountains and the River Pure was the territory of those tribes, or of the Sultan of Morocco. For the purpose of