

was an intestacy as to her moiety. Romer, J., determined that the codicil must be construed as revoking the prior absolute gift only so far as was necessary to give effect to its express provisions, and following *Doe v. Marchant*, (1843) 6 M. & G. 813, he held that the deceased daughter's personal representative was entitled.

COMPANY—WINDING UP—CONTRIBUTORY—APPLICATION TO REMOVE NAME FROM LIST—WAIVER.

In re Brinsmead (1898) 1 Ch. 108, was an application in a winding-up proceeding by a person to whom shares in the company had been allotted, to have his name removed from the list of contributories, and to rescind the contract, if any, to take the shares. The motion was resisted on the ground that the applicant had appeared and taken part in opposing the granting of the winding-up order, and in appealing therefrom. Before the winding-up proceedings were instituted the applicant had commenced proceedings against the company to rescind the contract. Wright, J., held that the applicant had not waived his right to make the present application, which he granted on the merits.

COMPANY—WINDING UP—CONTRIBUTORY—ERROR OF SUBSCRIBER FOR SHARES AS TO IDENTITY OF COMPANY.

In re International Society of Auctioneers, etc., (1898) 1 Ch. 110, was also an application in a winding-up proceeding to have the name of the applicant removed from the list of contributories. The ground on which the application was based was that the applicant in applying for membership had believed, which belief was known to, and fostered by the person who obtained his subscription, that the society he was applying for membership in was an old established society, whereas in fact it was a new society with a similar name. In answer to inquiries subsequently made of the new society, untruthful statements were made to the applicant which had the effect of keeping him in ignorance as to the identity of the society. Wright, J., held that the principle of *Cundy v. Lindsay*, (1878) 3 App. Cas. 459, applied, and that there was no contract, and the applicant was entitled to have his name removed, although he had not, before the winding up, taken any steps to have it declared that he was under no liability.