

depriving the defendant of costs, unless the wrong were in some way done to the plaintiffs as individuals, and in the course of the transaction of which the plaintiffs complain.

COMPANY—NOTICE OF MEETING—NOTICE OF SECOND MEETING
GIVEN CONTINGENTLY.

In re North of England SS. Co. (1905) Ch. 15. The Court of Appeal (Williams, Romer and Stirling, L.JJ.,) have been unable to agree with the judgment of Buckley, J. (1905) 1 Ch. 609 (noted ante p. 533), and have reversed his decision, and held that the second meeting, though called for the confirmation of a resolution in case it should be passed at a prior meeting of which notice was given by the same notice, was validly called and the resolution passed thereat confirming the resolution passed at the prior meeting was binding on the shareholders. *Alexander Simpson*, 43 Ch. D. 139, on which Buckley, J., relied, the Court of Appeal points out was based on the construction of the articles of association which differed materially from those of the company now in question, which expressly authorize the giving of the notice in the form in which it was given in the present case, and which they hold were not ultra vires.

TRUSTEE—BREACH OF TRUST—CONCURRENCE OF TENANT FOR LIFE
IN BREACH OF TRUST—FUND REPLACED—INCOME OF FUND
DURING LIFE TENANCY.

In *Fletcher v. Collis* (1905) 2 Ch. 24 a trustee in 1855 with the concurrence of the tenant for life of the trust fund, realized the fund and handed it over to the wife of the tenant for life who spent it for her own purposes. In 1891 an action was commenced by a remainderman against the trustee to compel him to replace the trust fund which he accordingly did. In 1902, at the time of the death of the trustee, the whole of the trust fund had been replaced with a considerable surplus representing interest from 1891: this surplus was now claimed by the representatives of the deceased trustee by way of indemnity, and by the trustee in bankruptcy of the tenant for life. The Court of Appeal (Williams, Romer and Stirling, L.JJ.,) held that the representatives of the deceased trustee were entitled as against the tenant for life to the income during his life; and that his trustee in bankruptcy could have no greater right than he himself would have, and that he having concurred in the breach of trust was not in a position to require the trustee to make good the income which had been lost by reason of that breach.