

L.J.J.) were unable to agree on the interpretation of the Real Property Limitation Act in reference to cases of "concealed fraud," (see R.S.O. c. 133, s. 31). Lord Alverstone, C.J., and Williams, L.J., being of opinion that "the concealed fraud" which will prevent the running of the statute against the rightful owner, must be the fraud of the person who sets up the statute of limitations, or of some one through whom he claims. Rigby, L.J., on the other hand, thought that the Act applied to every case of concealed fraud by whomsoever committed. In the present case the concealed fraud had been committed by a third party, who had concealed the existence of a deed in favour of the plaintiff, but the defendant in possession was ignorant of the existence of the deed, and was therefore held entitled to rely on the statute of limitations as a bar to the plaintiff's claim, notwithstanding the concealed fraud.

COMPANY—VOTING—FORFEITED SHARES—PURCHASER OF FORFEITED SHARES.

In *Randt Gold Mining Co. v. Wainwright* (1901) 1 Ch. 184, a question was raised as to whether a certain resolution had been carried by the requisite number of votes at a meeting of shareholders. This depended on whether the purchasers of certain shares forfeited for non-payment of calls, had a right to vote. The articles of association provided that after forfeiture of shares the directors of the company should be entitled to recover calls and other sums due in respect of the forfeited shares from the former owner, and that no member should be entitled to vote in respect of shares in respect of which calls were unpaid. The shares in question were forfeited and sold to another company. The certificate of the shares sold stated that the sum of 3s. 4d. per share had been paid, and that the remaining 1s. 8d. had been called up and is payable by the former owners, and the purchasers were to be deemed the owners discharged from all calls due prior to their purchase. The calls in default at the time of the forfeiture had not been paid and it was held that the purchasers were not entitled to vote as long as such prior calls remained unpaid, even though they were not liable therefor.

BANKER AND CUSTOMER—CLOSING ACCOUNT—MORTGAGE TO SECURE CURRENT ACCOUNT—POWER OF SALE—NOTICE BY CUSTOMER TO BANKER OF TRUSTEE FOR CREDITORS.

Berry v. Halifax Commercial Banking Co. (1901) 1 Ch. 188. In this case a customer had given the defendants a mortgage on a policy