

children, and also subject to the gift over in case of any child dying leaving no issue, the meaning of which would have to be decided when, if ever, the event happened. He also held that the rule in *Wild's* case (1599) 6 Rep. 16b has no application where the gift or devise to the children (here the grandchildren of the testator) would, without reference to the rule, be a gift or devise in succession to, and not concurrently with, their parent.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—DEFAULT IN PAYMENT BY PURCHASER—FORFEITURE OF DEPOSIT—FORM OF JUDGMENT—DEFICIENCY ON RESALE—PRACTICE.

*Shuttleworth v. Clews* (1910) 1 Ch. 176 was an action for specific performance of a contract for sale of lands. The purchaser had paid a deposit of £700 on his purchase money, and the plaintiff prayed that in the event of his making default his deposit should be declared forfeited, and for a resale of the property, and that he should be ordered to pay the deficiency, and a question arose as to what would be the proper form of judgment in such a case, and whether in the event of the resale the purchaser would be entitled to credit for the deposit in estimating the deficiency. Joyce, J., held that the purchaser would in calculating the deficiency be entitled to credit for the deposit, and intimates that in his opinion the order in *Griffiths v. Vezey* (1906) 1 Ch. 796 was improperly drawn.

COMPANY—ASSOCIATION NOT FOR PROFIT—ARTICLES OF ASSOCIATION—CONSTRUCTION—ULTRA VIRES — PENSION TO RETIRED SERVANT.

*Cyclists' Touring Club v. Hopkinson* (1910) 1 Ch. 179. The plaintiffs in this case was a company organized under the Companies Act not for profit. By its articles of association it was provided, as a condition of obtaining a license, as follows.

The income and property of club whencesoever derived, shall be applied solely towards the promotion of the objects of the club as set forth in this memorandum of association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the club. Provided that nothing therein contained shall prevent the payment in good faith of remuneration to any officers or servants of the club, or to any member of the club or other person in return for any services actually rendered to the club. On a vote of a majority of the members a pension