

husband came within the terms of a covenant to settle after acquired contained in her marriage settlement. The deceased husband was a domiciled Scotsman, and on their marriage the settlement was made and the wife covenanted that if she should during the coverture acquire "any estate or interest in personal property," beyond a certain amount it should be settled upon the trusts declared by the settlement. After the marriage the parties separated, and a separation deed was executed by the husband, and by this deed he covenanted that on his death his wife's right in his estate should not be less than she would have been entitled to if he died a domiciled Scotsman, notwithstanding he may have been domiciled at the time of his death elsewhere. By the law of Scotland known as the *jus relictæ* a right vests in a widow on the death of her husband, if there are children surviving, to one-third of his personal estate, a right which cannot be prejudiced by any will or mortis causa deed made by the husband, but which can be defeated by alienation of his personal estate in his lifetime and it is therefore until death a bare *spes successionis*. It was contended by the executors of the deceased husband that this right being fortified by the covenant of indemnity above mentioned was "property" within the meaning of the covenant and Buckley, J., so held, but the Court of Appeal (Williams, Romer and Stirling, L.JJ.) reversed his decision.

COMPANY—ARTICLES—QUORUM OF DIRECTORS—INTERESTED DIRECTOR—RESOLUTION.

In re Greymouth P.E. Ry., Yuill v. Greymouth P.E. Ry. (1904) 1 Ch. 32, the articles of a limited company provided that any director might enter into, or be interested in a contract with the company, but that no director should vote on any matter relating to any contract or business with the company in which he was interested; and that two directors should be a quorum of directors for the transaction of business. A resolution was passed at a meeting of three directors, two of whom were interested in the subject matter of the resolution; and it was held by Farwell, J., that it was invalid, that a *quorum* meant a quorum competent to vote.

SPECIFIC PERFORMANCE—VENDOR AND PURCHASER—DEFAULT BY PURCHASER AFTER JUDGMENT FOR SPECIFIC PERFORMANCE—COSTS.

In Olde v. Olde (1904) 1 Ch. 35, an action was brought by a vendor for specific performance and judgment had been pronounced appointing a day for payment of the purchase money and the