

company, in the absence of express authority in the articles of association, have no power to postpone a general meeting of shareholders regularly convened.

APPOINTMENT—REMOTENESS—RULE AGAINST PERPETUITIES.

In *Re Thompson, Thompson v. Thompson* (1906) 2 Ch. 199, Joyce, J., had to deal with the question of the validity of an appointment made pursuant to a will whereby a testator gave his residuary estate to his wife for life, and after her decease upon trusts for the benefit of his brother Charles and his present and future issue, as his wife should appoint. The wife appointed the property in trust for Charles for life, and after his death for all his children who had attained or should attain 25 if born in her lifetime, or 21 if borne after her death. Charles had nine children only, all of whom were born in the lifetime of the testator and all of whom attained 25 before the death of the appointor. Joyce, J., held that upon the appointment taking effect, it was certain that within the limits of the law against perpetuities, not only would the persons to take be ascertained, but their interests would be vested and the amount of their shares fixed; and consequently that the power of appointment was validly exercised.

VENDOR AND PURCHASER—TITLE—RECITAL IN DEED TWENTY YEARS OLD.

In *re Wallis & Grout* (1906) 2 Ch. 206 was an application under the Vendor and Purchasers Act, and the question was whether the vendor was justified in refusing to produce any evidence of title prior to a deed made in 1882, which recited that by a first mortgage the premises were granted to the mortgagee (the grantor in that deed) to the use of his heirs and assigns "as therein mentioned." Eady, J., held that, notwithstanding the recital, the purchaser was entitled to require the vendor to deduce a forty years' title.

TENANT FOR LIFE—REMAINDERMAN—COVENANT TO PAY ANNUITIES—CAPITAL AND INCOME—APPORTIONMENT—TESTATOR'S LIABILITIES.

In *re Dawson, Arathoon v. Dawson* (1906) 2 Ch. 211 was a question as to the relative liability of a tenant for life and remainderman to satisfy a liability of their testator. The liability in question arose under a covenant by the testator to pay certain