

voluntary winding-up. It appeared that at a meeting of the company held on the 1st November, 1899, a resolution was passed for the voluntary winding-up of the company and the appointment of a Mr. Walker as liquidator. Notice was then given to the shareholders that a meeting would be held on 16th November when the subjoined resolutions, duly passed at the previous meeting, would be submitted for confirmation, viz., that the company be wound up and that Mr. Walker be liquidator. At the meeting on the 16th November, however, the resolution proposing Mr. Walker as liquidator failed for want of a seconder, and a resolution was then proposed and carried appointing Mr. Marreco the liquidator. Kekewich, J., considered that it was not competent for the meeting to change the liquidator, and that Marreco's appointment was therefore invalid; but the Court of Appeal (Lindley, M.R., and Rigby and Williams, L.JJ.) held that it was perfectly competent for the meeting to elect some other liquidator than the one named in the notice calling the meeting, without adjourning the meeting or giving any further notice.

RESTRICTIVE COVENANT—BUILDING ESTATE—RESTRICTION AS TO NUMBER OF HOUSES—FLATS.

In *Kimber v. Admans* (1900) 1 Ch. 412, Cozens Hardy, J., has determined that a house built for the purpose of being rented in flats is only one "house," and not a violation of a restrictive covenant against erecting more than one "house," unless there is something in the context which cuts down or alters the ordinary meaning of the word. The plaintiff's contention that each flat was a house was rejected.

WILL—CONSTRUCTION—"ISSUE"—"CHILDREN."

In *re Birks, Kenyon v. Birks* (1900) 1 Ch. 417. In this case the Court of Appeal (Lindley, M.R., Jeune, P.P.D., and Romer, L.J.) have been unable to agree with Kekewich, J., on the construction of the will, (1899) 1 Ch. 703, (noted ante, vol. 35, p. 484.) It may be remembered that in this case the testator had given twelve distinct legacies, with gifts, over to the issue of the legatees dying in the testator's lifetime, and in all except the eleventh legacy the gifts over were qualified by words restricting the word "issue" to children. In the eleventh legacy there were no such restrictive words, and the question was whether there was any canon of