

at his death, and attain 21 or marry, "provided that in case any one or more of my children shall predecease me leaving an child or children living at my death, then such child or children of my deceased child shall take their parents' share." The question to be determined was whether or not the children of the son, who was dead at the date of the will, were entitled to participate in the residue, and Joyce, J., held that they were not.

PRACTICE—DECLARATORY JUDGMENT—DECLARATION THAT EXPIRED PATENT WAS INVALID—RULE 289—(ONT. JUD. ACT, S. 57 (5)).

*North Eastern M.E. Co. v. Leeds Forge Co.* (1906) 1 Ch. 324 was an action to obtain a declaration that a patent "for an invention owned by the defendants which had expired, was invalid, no consequent relief being asked. Joyce, J., held that in the exercise of a proper discretion, the declaration ought not to be granted, the case being in effect an attempt on the part of the plaintiffs to anticipate their defence in case the defendants should see fit to sue the plaintiffs for an infringement; and the action was, therefore, dismissed with costs.

COMPANY—VOTING—"PERSONALLY OR BY PROXY"—POLL—POLLING PAPERS—MANNER OF VOTING.

In *McMillan v. Le Roi Mining Co.* (1906) 1 Ch. 331 a somewhat novel method of taking the vote of shareholders was resorted to, the validity of which was called in question. The articles of the company provided in the ordinary way for the votes of shareholders being given either personally or by proxy, and that if a poll were demanded it should be taken "in such manner and at such time and place as the chairman of the meeting directs." At a general meeting a poll was demanded and the chairman directed that it should be taken by means of polling papers signed by the members and delivered at the offices of the company on or before a fixed day. This Joyce, J., held was neither voting personally nor by proxy, and was ultra vires of the chairman to direct.

VENDOR AND PURCHASER—OPEN CONTRACT—PARTY WALL NOTICE AND AWARD—LATENT DEFECT—MATERIAL FACT—DUTY OF VENDOR TO DISCLOSE FACT—RESCISSION.

*Carlisk v. Salt* (1906) 1 Ch. 335 was an action by a purchaser to recover his deposit, and expenses of investigating the title to a parcel of land which he had contracted to buy from the defendants, but which contract had fallen through in the