morning, at least four days before the time of holding such meeting, and should expressly state the object thereof; and each decision made at such meeting should be reconsidered at a second meeting, to be convened by notice given in like manner, expressly stating the object thereof; and such decision should not be binding until confirmed at a second meeting. A meeting was called, by notice, "for the purpose of bringing charges against and considering the dismissal of" the defendant, and a resolution was there passed "that he is not a fit and proper person to occupy the position of pastor, and that his office as pastor cease forthwith." Notice of a second meeting was given "for the purpose of confirming and ratifying the resolutions passed at the church-meeting" aforesaid. At this meeting it was resolved that the minutes of the preceding meeting "be passed, confirmed and ratified." *Held*, that the second notice was invalid because it gave no intimation of the resolutions which had been passed and were to be reconsidered.—*Dean* v. *Bennett*, L. R. 9 Eq. 625.

2 In a mortgage deed it was provided that if the mortgagor should make default, "then immediately or at any time after such default," he should hold the mortgaged premises as yearly tenant to the mortgagees at a certain rent, and that they should have the same remedies for recovering the said rent as if reserved upon a common lease. Default having been made, the mortgagees gave no notice of their intention to treat the mortgagor as a tenant, but at the end of a year distrained for the rent. *Held*, that notice to the mortgagor was necessary before the mortgagees could treat him as a tenant.—*Clowes* v. *Hughes*, L. R. 5 Ex. 160.

See Bills and Notes; Injunction; Insurance, 4.

Novation.

A. effected a policy with the X. Co. in 1852 for one year, premium down, and then if he should pay the same premium every year until his death, the company was to remain bound. He paid yearly until, in 1857, the X. Co. made over its business to the Z. Co., notified A. that the Z. Co. would be responsible on the policy instead of the X. Co., and requested him to pay future premiums to the Z. Co., and to have his policy indorsed by it. A. paid as requested, and accepted a bonus from the Z. Co., but did not have his policy indorsed. *Held*, that A had accepted the Z. Co. as his debtor in place of the X. Co.—*In re Times Life Assurance and Guarantee Co.*, L. R. 5 Ch. 381.

Obstruction.—*See* Ancient Light; Criminal Law.

Perpetuity.—*See* Remoteness.

Power.—*See* Appointment; Election.

Practice.

At a trial, the issue was whether the defendant executed a policy of insurance. Notice to produce having been given to the defendant, the plaintiffs proposed to prove its execution by tendering an unstamped document purporting to be a copy which they had received from the defendant's broker. The defendant contended that, before admitting the copy to be read, the judge should hear evidence and decide whether an original stamped policy was executed. *Held*, that as the objection was not a mere stamp objection, but went to the foundation of the cause of action, it was a question for the jury, and not for the judge—*Stowe* v. *Querner*, L. R. 5 Ex. 155.

Principal and Agent.

1. F. and four others, being joint owners of an estate, offered it for sale by an advertisement, intimating that applications "to treat and view" were to be made to F. (among others). *Held*, that this gave F. no authority to enter into a contract for the sale of the estate.—*Godwin* v. *Brind*, L. R. 5 C. P. 299 *n.* (1).

2. Action by a broker for non-acceptance of cotton. The bought note given by the plaintiff to the defendant stated, "I have this day sold you on account of T., &c. E. F., broker." *Held*, that a broker cannot maintain an action in his own name on a contract made by him as broker.—*Fairlie* v. *Fenton*, L. R. 5 Ex. 169.

3. The defendants signed a contract in the following form: "Sold A. J. Paice, Esq., of London, about 200 quarters wheat (as agents for John Schmidt & Co., of Danzig), &c. (Signed) Walker & Strange." *Held*, that the defendants did not show in the body of the contract an intention not to bind themselves as principals; and that by signing it without words importing agency they rendered themselves liable.—*Paice* v. *Walker*, L. R. 5 Ex. 173.

4. M. gave to a company the name of L. as an applicant for shares, and a number were allotted to L. and his name placed on the register. Afterwards, at the request of M., L. sent him a letter of application for shares. M. paid the allotment money, and received the divident on the shares. *Held*, that I.