

the four children survived the widow and afterwards two of them died leaving legal issue, and the other two died without leaving issue. Sargant, J., who tried the action, held that the gift over, or divesting, was only to take effect if a child of the testator died without leaving legal issue in the lifetime of the testator's widow, and that in the event which happened the children all took vested and indefeasible estates.

#### DEED—CONSTRUCTION—ESTATE FOR LIFE BY IMPLICATION

*In re Stanley, Maddocks v. Andrews* (1916) 2 ch. 50. In this case the construction of a deed of settlement made in 1860, was in question whereby the settlor settled household property of his own in trust for his daughters, Mrs. Morgan and Mrs. Rees "for and during their joint lives as tenants in common and not as joint tenants" and from and immediately after the decease of the survivors of them . . . then to the use of their (sic) respective child or children of the said Mrs. Morgan and Mrs. Rees share and share alike as tenants in common and not as joint tenants." Mrs. Morgan died in 1887 leaving children, and Mrs. Rees died in 1914 without having had a child. Sargant, J., who tried the action, held that on the death of Mrs. Morgan, Mrs. Rees took a life estate by implication in Mrs. Morgan's moiety; and that on the death of Mrs. Rees the children of Mrs. Morgan took the whole of the settled property. The argument that the words "and not as joint tenants" precluded the implication of a life estate in favour of Mrs. Rees, and of any right of the children of Mrs. Morgan to the share of Mrs. Morgan, was overruled as being opposed to the authorities.

#### COMPANY—WINDING-UP—ARREARS OF DIVIDENDS ON PREFERENTIAL SHARES—SURPLUS ASSETS—NO DIVIDENDS DECLARED.

*In re New Chinese Antimony Co.* (1916) 2 Ch. 115. This was a liquidation proceeding. The company in liquidation had issued preferential shares partly paid up, and the preference shareholders were entitled to a cumulative preferential dividend of ten per cent. per annum on the amount paid, and in a winding-up to have the surplus assets applied first, in paying off their capital, and, second, in paying the arrears (if any) of the preferential dividend up to the commencement of the winding-up. The articles provided that no dividends should be declared except out of profits. No dividends were ever