

called "equitable execution" is not in fact execution, but equitable relief, which is granted because there is a hindrance in the way of execution at law, and it is subject to the ordinary rule that equitable relief can only be granted when the proper parties are before the Court. In this case the judgment creditor applied, shortly before the death of his judgment debtor, for the appointment of a receiver by way of equitable execution; the motion was adjourned, and before it was heard and disposed of, the debtor died, and two days after his death an order was made for the appointment of a receiver, without reviving the action or bringing the representatives of the debtor before the Court. Their Lordships held that under these circumstances the order was ineffectual; and that even assuming that execution can issue at law against the estate of a deceased person without any leave of the Court (as to which Fry, L.J., expressed some doubt), a receiver by way of equitable execution cannot be appointed of a deceased debtor's estate, in the absence of the person on whom the estate has devolved.

COMPANY—NOTICE OF MEETING—CONDITIONAL NOTICE, INVALIDITY OF.

*Alexander v. Simpson*, 43 Chy.D., 139, is an important decision on a point of company law. By the articles of association, it was provided that "seven days, notice in writing, specifying the place, the day, and the hour of meeting, and in case of special business, the general nature of such business, shall be given to the members before every general meeting." Notice was given that an extraordinary general meeting would be held on the 12th July, for the purpose of considering, and if deemed advisable, of passing the resolutions set forth in the notice; and concluded, "should such special resolutions be duly passed, the same will be submitted for confirmation, as special resolutions, to a subsequent extraordinary general meeting which will be held on Monday, the 29th July, at the same time and place." The meeting on the 12th July was held, and the resolutions were adopted, and a newspaper, containing the report, was mailed to the members. On the 29th July a meeting was held, and the resolutions confirmed. This was an action to restrain the carrying out of the resolutions, on the ground that the meeting of the 29th July was not validly called. Chitty, J., held that this objection was well taken, because the notice of the holding of the meeting was conditional on the resolutions being passed at the meeting on the 12th, and, being bad when sent, could not be made good by sending the newspapers containing the report of the meeting on the 12th, because the members were under no obligation to take any notice of the report contained in the newspaper. This view was upheld by the Court of Appeal (Bowen and Fry, L.JJ.).

AGREEMENT TO REFER TO ARBITRATION—STAYING PROCEEDINGS—C.L.P. ACT, 1854 (17 & 18 VICT., c. 125) s. 11, (R.S.O., c. 53, s. 38).

*Turnock v. Sartoris*, 43 Chy.D., 150, was an application to stay proceedings under the C.L.P. Act, 1854, s. 11, (R.S.O., c. 53, s. 38), on the ground that the parties had agreed to refer the matters in dispute to arbitration. The plaintiff was lessee under a lease, whereby the lessor (the defendant) covenanted to supply the lessee with water. The lease contained a clause providing that if any