

action was defectively constituted, and that, as in the absence of the legal owner of the patent a decision in favour of the defendant would not protect him against an action by the patentee, the action was defectively constituted, and that it was necessary for the plaintiffs to add the legal owner's representatives as parties, he having died; and the defendants were given liberty to amend their defence and the plaintiffs were ordered to pay the costs of the day and any costs thrown away by reason of the amendment.

VENDOR AND PURCHASER—PURCHASER'S INTEREST IN LAND—JUDGMENT CREDITOR OF PURCHASER—RECEIVER OF PURCHASER'S INTEREST—NOTICE—RESCISSION OF CONTRACT ON MONEY PAYMENT TO PURCHASER.

Ridout v. Fowler (1904), 2 Ch. 93, was an appeal from the decision of Farwell, J. (1904) 1 Ch. 658 (noted ante p. 459). The Court of Appeal (Williams, Romer, and Cozens-Hardy, L.JJ.) agreed with Farwell, J., and dismissed the appeal, holding that the £110 paid to the purchaser on the rescission of the contract to get him to give up possession was not paid in respect of any interest which the purchaser had in the property, and therefore it was not exigible by the plaintiff as execution creditor of the purchaser.

WILL—CONSTRUCTION—CONTINGENT REMAINDER OR EXECUTORY DEVISE—RE MOTENESS.

In re Wrightson, Battie-Wrightson v. Thomas (1904) 2 Ch. 95 is one of those cases which shew how a testator may succeed in defeating his intentions in his endeavour unduly to tie up his estate. By the will in question the testator devised his estate to certain persons successively in tail; but by a codicil he directed "that no devisee or appointee of my real estate devised and appointed . . . shall have a vested interest therein . . . or be entitled to possession of the same . . . until the attainment of the age of twenty-four years." This provision Farwell, J., decided had the effect of converting the previous dispositions of the will into executory devises which failed for remoteness, and consequently that there was an intestacy.

COMPANY. ISSUE OF SHARES AT A DISCOUNT—ISSUE OF DEBENTURES AT A DISCOUNT—OPTION TO TAKE FULLY PAID SHARES IN EXCHANGE FOR DEBENTURES ISSUED AT A DISCOUNT.

Mosely v. Koffyfontein Mines (1904) 2 Ch. 108, was an action by a shareholder of a company on behalf of himself and all other shareholders to restrain the company from issuing debentures at a