

WILL—FEE-SIMPLE CONDITIONAL—POSSIBILITY OF REVERTER—WILLS ACT, 1837,
(1 VICT. c. 26) s. 3—(R.S.O. c. 111, s. 10.)

Pemberton v. Barnes (1899) 1 Ch. 544, deals with a very simple question under the Wills Act, 1837 (1 Vict. c. 26, s. 3)—see R.S.O., c. 108, s. 10. The point was simply whether the possibility of reverter on failure of a fee-simple conditional is "a right of entry for condition broken" within the meaning of the section so as to be devisable thereunder. North, J. came to the conclusion that it was. In the course of his judgment he remarks, "That is also stated in the late Mr. Challis's valuable book on Real Property, (2nd ed. p. 201) and it is a subject upon which his opinion has deservedly great weight."

COMPANY—VOTING—ARTICLES OF ASSOCIATION EVIDENCE.

Wall v. London & Northern Assets Corp. (1899) 1 Ch. 550, was an action brought to restrain a company from acting on certain resolutions passed at a meeting of shareholders. The plaintiff sought to impeach the resolutions in question on the ground that votes had been improperly received. The articles of association provided that votes tendered at a meeting and not disallowed at a meeting or an adjournment thereof should be valid for all purposes.—North, J. held that in the absence of fraud or bad faith this provision validated the votes objected to. The plaintiff's application for an interlocutory injunction was therefore refused.

WILL—CONSTRUCTION—CHARGE OF REAL ESTATE WITH DEBTS AND LEGACIES—DIVISEES IN TRUST—LEGAL ESTATE, VESTING OF—IMPLIED POWER OF SALE—LAW OF PROPERTY AMENDMENT ACT, 1859 (22 & 23 VICT. c. 35) s. 14.—(R.S.O., c. 129 s. 16).

In re Adams & Perry's Contract (1899) 1 Ch. 554. This was an application under the Vendors' and Purchasers' Act for the purpose of determining whether there was an implied power of sale under 22 & 23 Vict. c. 35, s. 14, from which R.S.O. c. 129, s. 16 is taken. A testator by his will, dated in 1868, appointed his wife sole executrix and directed payment of his debts without saying by whom, and after bequeathing certain pecuniary legacies, he gave the residue of his real and personal to two other persons on trust as to his realty to pay to his wife or permit her to receive the rents and profits thereof for life, and after her death to pay to his niece or permit her to receive the rents and profits thereof for her life; and after declaring certain trusts with regard to the personality, he