

is, at least, one example in Ontario of a woman occupying an official position, the special examinership of Miss Kathleen Sadlier, in Hamilton.

J. G. MCKENZIE.

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

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MORTGAGE OF SHARES — IMPLIED POWER OF SALE.

In *Deverges v. Sandeman* (1902) 1 Ch. 579, the Court of Appeal (Williams, Stirling and Cozens-Hardy, L.JJ.) have affirmed the judgment of Farwell, J. (1901) 1 Ch. 70 (noted ante vol. 37, p. 188) to the effect that upon a mortgage of shares in a company, although there be no express power of sale, there is nevertheless an implied power to sell in case of default, and that this power may be exercised without notice, and without giving any specified time to redeem before its exercise, where a time is appointed for payment by the mortgage and where no time is thereby appointed, then on giving a reasonable notice to redeem, and that a month's notice or even less would be a reasonable notice. Williams, L.J. dissented, being of opinion that the power could not be exercised in any case until a proper notice had been given requiring payment of the mortgage debt on a day certain and default had happened.

VENDOR AND PURCHASER — DOUBTFUL TITLE — UNWILLING PURCHASER — PURCHASER FOR VALUE WITHOUT NOTICE.

In *re Handman and Wilcox* (1902) 1 Ch. 599, was an application under the Vendors and Purchasers Act. The subject of sale was a lease made by the lessor under the provisions of the Settled Land Act, 1882, which requires that leases made thereunder shall be at the best rent that can reasonably be obtained. The lease in question had been made at a less rent than could reasonably be obtained, in consideration of the lessee agreeing to waive a claim for damages against the lessor, and the lessee covenanted to lay out a certain sum in building. The lease was subsequently sold