

of the Conspiracy and Protection of Property Act 1875 (38 & 39 Vict., c. 86) s. 7 from which Cr. Code s. 523 (f) is adapted.

COMPANY—DECEASED SHAREHOLDER—NOTICE, WHERE SHAREHOLDER IS DEAD
—REGISTERED ADDRESS—FORFEITURE OF SHARES.

Allen v. Gold Reefs (1899) 2 Ch. 40, was an action by the representatives of a deceased shareholder of the defendant company to set aside a pretended forfeiture of certain shares to which the deceased was entitled, and also to have it declared that the company was not entitled to a lien on certain other shares, on the ground that the notices of meetings, and calls, on which the forfeiture was based, and lien claimed, were insufficient, having been sent to the deceased's address after the company's officers knew that he was dead. There was no provision in the company's articles providing that notices sent to the address of any deceased shareholder should bind his estate, and, in the absence of any such provision, Kekewich, J. held that notices so sent were invalid, and could not be made the basis of any forfeiture of, or lien on, the shares of the deceased shareholder, as against his representatives.

PRACTICE—EVIDENCE—INTERLOCUTORY MOTION—INFORMATION AND BELIEF—
—AFFIDAVIT—RULE 523—(ONT. RULE 518.)

In re Birrell, Doig v. Birrell (1899) 2 Ch. 50, was a case in which an affidavit was tendered on an interlocutory motion founded on information and belief; the deponent's informant was not subpoenaed and made no affidavit, and it did not appear that any irremediable injury would result from the exclusion of the evidence. Under these circumstances Kekewich, J. ruled that it ought not to be received. The moral of which is, that, even on an interlocutory motion, it is generally advisable to adduce direct evidence if it can be procured, and not rely on mere hearsay.

TENANT FOR LIFE—LEASEHOLD—SPECIFIC BEQUEST—LIABILITY OF LEGATEE OF
LEASEHOLD TO PAY RENT.

In re Gjers, Cooper v. Gjers (1899) 2 Ch. 54, the conflicting cases of *In re Betty* (1899) 1 Ch. 821 (see ante p. 627) and *In re Tomlinson* (1898) 1 Ch. 232 (see ante vol. 34, p. 224) were under consideration by Kekewich, J. The facts of the case were as follows: An assignee of a lease, specifically bequeathed all his interest in the demised premises to his wife for life, or widowhood, and the