married in his wife's lifetime (which happened) her one-fourth should fall into the residue. This the learned judge held did not involve an intestacy as to the sister's one-fourth share, that the meaning of the will was that if the sister survived the testator's wife, the residue was to be divided into fourths, and if she predeceased her unmarried, it was to be divisible into thirds.

EXONERATION OF PERSONALTY FROM DEBTS—MORTMAIN ACT.

Kilford v. *Blainey* (29 Ch. D. 145) is another decision of "the last of the Vice-Chancellors," also upon the construction of a will whereby the testatrix bequeathed her personal estate to a charity, exonerating it from debts and legacies, which she charged on her real estate—part of the bequest failed as being void under the Statute of Mortmain—and the question was whether the exoneration extended to the portion of the personalty which was the subject of the void bequest, and it was held that it did not.

LIEN OF COMPANY ON SHARES—PRIORITY.

Bradford Banking Co. v. *Briggs* (29 Ch. D. 149) only requires a brief notice. The defendants were an incorporated company and by their articles of association it was provided that they should have a first and permanent lien and charge on every share, for all debts due from the shareholder to the company. A shareholder deposited the certificates of his shares with the plaintiffs, his bankers, as security for the balance then due from him to them on his current account, and notice of the deposit was given to the company. Field, J., held that, notwithstanding the terms of the articles of association, the company could not claim priority over the bankers in respect of moneys which became due to the company from the shareholder, after notice of the banker's advance.

LIGHT AND AIR—ANCIENT LIGHT—REBUILDING.

Bullers v. *Dickinson* (29 Ch. D. 155) is a decision of Kay, J., on a question of the right to an easement. The plaintiff had rebuilt his house which had an ancient light in the ground-floor front room, the front wall originally stood out beyond the general street line, four feet at one end and seven feet at the other; the strip, covered by this projection, had been purchased by the municipal corporation for the purpose of widening the street; and in rebuilding the front wall it was aligned with the general building line, and in the new front wall was placed a window, the position of which corresponded to a great extent with the position of the ancient light in the old front wall. The new room was about the same breadth, but owing to the alteration in the alignment of the front wall included little more than half the site of the original room. The question for determination was whether owing to the alteration in the premises the plaintiff had lost his ancient light, and it was held that he had not.

COMPANY—GENERAL MEETING—VOTING.

The case of *In re Chillington Iron Company* (29 Ch. D. 159) is a decision on a very simple question; but, inasmuch as in arriving at his conclusion Kay, J., felt compelled to go counter to the *dicta* of two such eminent judges as the late Sir Geo. Jessel and the present Master of the Rolls, it is worthy of note. The simple point was, when a poll was demanded at a general meeting of a joint stock company which, by the articles of association, was to be taken in such manner as the chairman should direct, whether the chairman could properly direct it to be taken then and there, or whether he was bound to direct it to be taken at an adjourned meeting. *In re Horbury Bridge Coal and Iron Company* (11 Ch. D. 109) Jessel, M.R., said, "We must import into the case our common knowledge that when a poll is demanded it never is taken there and then, and I am by no means of opinion that a chairman could direct it to be so taken,"