

because a man's user of a highway is necessary for carrying on his business, that it is therefore reasonable having regard to the rights of others to the use of the highway.

WILL—CONSTRUCTION—HOTCHPOT CLAUSE—REAL PROPERTY LIMITATION ACT—RENT DUE TO TESTATRIX IN RESPECT OF PROPERTY OF WHICH CHILD ACQUIRES POSSESSORY TITLE.

In re Jolly, Gathercole v. Norfolk (1900) 1 Ch. 292, a hotchpot clause in a will was under consideration. The testatrix gave her property among her four children, and directed that all moneys owing to her at her death by any child for rent or otherwise should be brought into hotchpot in ascertaining the share of such child. One son had been let into the possession of a farm by the testatrix in 1868. He paid rent to 1881, when he ceased to pay rent and acquired a title by possession as against the testatrix, who died in 1899. On making a division of the estate, it was claimed on behalf of the other children that the son must bring into hotchpot rent for the farm for a period of twelve years between 1881 and 1893, when the testatrix's title was extinguished under the Real Property Limitation Act. The son contended that the extinguishment of the title was equivalent to a conveyance, and that the rent as incident to the reversion became vested in him, and, there being no covenant to pay rent, the rent had ceased to be a debt due to the testatrix. North, J., however, held that although the title of the testatrix was extinguished, yet that the title so acquired did not confer the same rights as are acquired by conveyance, and that the rent in arrear remained a debt due to the testatrix, and, as such, was properly within the hotchpot clause of her will.

COMPANY—ARTICLES OF ASSOCIATION PURPORTING TO DEPRIVE SHAREHOLDERS OF STATUTORY PRIVILEGE.

Payne v. The Cork Co. (1900) 1 Ch. 308, may be briefly noted here for the fact that Stirling, J., decides that articles of association of a limited company which purport to deprive shareholders of a privilege conferred on them by statute are inoperative. The statute in question in this case was one which entitled shareholders who objected to a sale of the undertaking of the company, of which they were shareholders, to any new company, to be paid the value of their shares, instead of accepting shares in such new company. This privilege, it is held, cannot be taken away by articles of association.