

issue, there was no gift over of the £1,500. The daughter died without issue, there was, consequently, an intestacy as to the £1,500, which passed to the next of kin who were four daughters and some grandchildren of the testator. Advances had been made to some of these daughters by the testator, and if they were brought into hotchpot the whole of the £1,500 would go to the grandchildren. *Neville, J.*, (1907) 2 Ch. 84 (noted ante, vol. 43, p. 691) held, that there being only a partial intestacy, the provisions of the Statute of Distribution as to hotchpot did not apply. Also that the Executors' Act, 1830, did not apply because the £1,500 was held by the executors not as executors but as trustees. This decision the Court of Appeal (*Cozens-Hardy, M.R.*, and *Moulton and Farwell, L.JJ.*) have now affirmed.

COMPANY—SHAREHOLDERS—GENERAL MEETING—NOTICE OF BUSINESS TO BE TRANSACTED AT MEETING—SUFFICIENCY OF NOTICE—ULTRA VIRES—ACTION BY SHAREHOLDERS.

*Normandy v. Ind., Coope & Co.* (1908) 1 Ch. 84. This was an action by the plaintiffs as shareholders of a limited company on behalf of themselves and all other shareholders claiming a declaration that certain extraordinary general meetings of the shareholders had not been duly convened and that certain resolutions adopted thereat were not duly passed; and an injunction to restrain the company and directors from carrying such resolutions into effect; and a declaration that an agreement to give a retiring director a pension was not binding on the company, and a declaration that the directors were liable to refund to the company extra remuneration beyond what was authorized by the articles of association which had been paid them under the alleged invalid resolutions. *Kekewich, J.*, held that a notice to shareholders informing them that the particulars of the business to be transacted could be seen by inspection of a paper in the company's office, was not a sufficient compliance with the articles of association which required "the general nature" of the business to be transacted to be stated in the notice convening meetings, and therefore that the resolutions were not duly passed. He also held that as the articles of association fixed the remuneration of shareholders which could only be increased by general meeting of the shareholders, an agreement to give a retiring director a pension was ultra vires of the directors, unless and until confirmed by a general meeting; but he was of the opinion that although what was complained of was