

RECENT ENGLISH DECISIONS.

there being nothing in the statute requiring a special mode of signature, the ordinary rule applied that signature by an agent was sufficient, and, that though it was irregular for the agent to sign the name of his principal without denoting that it was signed by attorney, the signature was not on that ground invalid.

COMPANY—WINDING UP—SERVICE OUT OF JURISDICTION.

In *Re Anglo-African Steamship Co.*, 32 Chy. D. 348, an application was made to Kay, J., to authorize service of an order for a call upon certain contributories out of the jurisdiction, which was refused, and the Court of Appeal affirmed the decision. Cotton, L.J., says:

Service out of the jurisdiction is not a power inherent in the court, but is only given by statute so as to be binding on British subjects, and not on others. There is no proof that the persons to be served are British subjects. But if they are, I am of opinion that the court has no jurisdiction to make the order asked for,

See *Re Busfield*, ante, p. 239.

PARTNERSHIP—ACTION TO COMPEL PARTNER TO SIGN NOTICE OF DISSOLUTION FOR PUBLICATION—COSTS.

Hendry v. Turner, 32 Chy. D. 355, was an action brought to compel a retiring partner to sign a notice of dissolution for publication in the *Gazette*, no other relief being claimed. Pending the suit the defendant signed the notice, and a summons was then taken out by plaintiff, asking that defendant might be ordered to pay all the costs of the action. It was contended by the defendant that the action would not lie, but Kay, J., held that it would, and he ordered the defendant to pay the costs.

SETTLEMENT—AFTER ACQUIRED PROPERTY—RESTRAINT ON ANTICIPATION.

In *Re Currey*, *Gibson v. Way*, 32 Chy. D. 361, it was held by Chitty, J., that a restraint on anticipation is equivalent to a restraint on alienation, and therefore property of a married woman, acquired by her after marriage for her separate use, subject to such restraint, was not bound by a covenant for settlement of after acquired property contained in her marriage settlement.

WINDING UP ORDER—DISCHARGE OF EMPLOYERS.

In *Macdowall's case*, 32 Chy. D. 366, Chitty, J., held that the rule established by *Re Chapman*, 1 Eq. 346, that an order for winding up a company operates as a notice of discharge to the servants of the company when the business of

the company is not continued after the date of the order, applies though the liquidator, without continuing the business, employs the servants in analogous duties to those previously performed by them for the company, with a view to reconstruction.

COMPANY—WINDING UP—PETITION BY EXECUTOR.

In *Re Masonic G. L. A. Co.*, 32 Chy. D. 373, Pearson, J., held that the executor of a creditor is entitled to present a winding up petition before he has attained probate, and that it is sufficient if he obtain probate before the hearing of the petition.

EASEMENT—LEASE—MERGER.

Dynevor v. Tennant, 32 Chy. D. 375, is a decision of Pearson, J., on the law of easements. The facts of the case were shortly these: Three joint owners of an estate granted a lease for 1,000 years of a certain strip running through it, for the purpose of making a canal, reserving the right to build bridges over the canal. Subsequently the three lessors partitioned the estate, and the bed of the canal was allotted to one of them who subsequently sold his reversion in it to the lessee through whom the defendant claimed. The plaintiff, who was a successor in title of one of the other co-owners, claimed the right under the reservation in the lease to build a bridge across the canal for the purpose of connecting certain parts of his estate which it intersected. Pearson, J., held that the easement was extinguished by reason of the reversion in the bed of the canal having become vested in the lessee, which had the effect of putting an end to the lease.

ACCUMULATION OF ENTIRE INCOME—MAINTENANCE.

The case of *In re Alford*, *Hunt v. Parry*, 32 Chy. D. 383, was one in which an attempt was made to induce the court to extend the principle of *Havelock v. Havelock*, 17 Chy. D. 807, without success. A testator gave his real estate and his residuary personal estate upon trust to accumulate the income for twenty years after his death, and subject to such trust upon trust for a nephew for life, with remainder to his first and other sons successively in tail. No provision was made for the maintenance of the nephew, who was an infant at the time of the testator's death. During his minority the court had, notwithstanding the trust