

CURRENT ENGLISH CASES.

COMPANY—WINDING UP—ADJUSTMENT OF RIGHTS OF CONTRIBUTORIES—SHARES
ISSUED AT A DISCOUNT.

In re Railway Time-Tables Publishing Co., (1895) 1 Ch. 255, we find a rather interesting point of company law is discussed, which was somewhat complicated by a dictum of Lord Herschell in the case of *Ooregum Gold Co. v. Roper*, (1892) A.C. 125 (noted *ante* vol. xxviii., pp. 397-8). The question was this: Under the authority of the articles of association, shares of the company had been issued at a discount. The company having been ordered to be wound up, the holders of these shares, as contributories, had paid up a call on the shares so issued to them, necessary for satisfying the creditors, and the liquidator proposed to make a further call on these shares for the purpose of adjusting the rights of the shareholders *inter se*, and the problem to be solved was whether the shares issued at a discount were liable to these further calls. The holders thereof claimed that the arrangement whereby they got them at a discount was good as against everybody but the creditors of the company, and, relying on Lord Herschell's dictum, they contended that, though they were liable to pay for the shares in full, so far as necessary to satisfy creditors, they were not liable to pay any further calls as between themselves and the other shareholders. But the Court of Appeal (Lord Halsbury, and Lindley and Smith, L.JJ.) agreed with Kekewich, J., that the cases *In re Almada & T. Co.*, 38 Ch.D. 415 (see *ante* vol. xxiv., p. 457), and *In re Weymouth & C.I.S.P. Co.*, (1891) 1 Ch. 66 (see *ante* vol. xxvii., p. 133), had settled that contracts to issue shares at a discount were *ultra vires* of a company, and, therefore, were not binding on the company, and could not be ratified though all the shareholders were to agree thereto; and, therefore, that the shareholders who had been allotted the shares at a discount were bound to pay them up in full, not only as between themselves and creditors, but also as between themselves and their co-shareholders, for the purpose of adjusting their rights *inter se*.

NUISANCE—STATUTORY POWERS—VIBRATION—NOISE—REVERSIONER, RIGHT OF, TO
SUE—INJUNCTION—DAMAGES.

Shelfer v. London Electric Lighting Co., (1895) 1 Ch. 287; 12 R. Mar. 96, was an action to restrain the defendants from con-