

and of the subpoena and witness fees for proving it; and on appeal to a Divisional Court (Lush and Sankey, JJ.) his decision was affirmed on the ground that such a plan is not a "document" within the C.C.C. Rules and need not be included in a notice to admit documents.

COMPANY—ARTICLES—ALTERATION—POWER TO EXPEL SHAREHOLDER CARRYING ON BUSINESS COMPETING WITH COMPANY—ALTERATION IN ARTICLES FOR BENEFIT OF COMPANY.

*Sidebottom v. Kershaw* (1920) 1 Ch. 154. This was an action by a shareholder of a limited company to set aside a resolution of the company to alter its articles of association by providing that the directors should have power to require shareholders who carried on business in competition with the company to transfer their shares to nominees of the directors on payment of their fair value. The Vice-Chancellor of Lancaster held the resolution to be bad, and gave judgment accordingly, but the Court of Appeal (Sterndale, M.R., Warrington, L.J., and Eve, J.) unanimously reversed his decision on the ground that the company might validly alter its articles as proposed where the alteration is bona fide made in the interests of the company as a whole; and that, on the evidence in this case, the resolution was passed bona fide for the benefit of the company as a whole, and was therefore valid and enforceable by the majority against the minority of shareholders.

WILL—RIGHT GIVEN TO "USE AND OCCUPY" RESIDENCE FOR "HER OWN PERSONAL USE AND OCCUPATION" AND ALSO THE FURNITURE THEREIN—EFFECT OF SALE OF RESIDENCE OR FURNITURE.

*In re Anderson, Halligey v. Kirkley* (1920) 1 Ch. 175. This was a case for the construction of a will whereby the testator directed that his widow should during life or widowhood be entitled to use and occupy his residence "for her own personal use and occupation" and also the furniture in or about the same. The wife never lived in the house and when it was sold she joined in the conveyance to the purchaser, which recited that she had signified her intention of not wishing to use the house and her willingness to renounce such right. In addition to the house, part of the furniture had also been sold by the trustees, the part of the purchase money attributable to the house was estimated at £6,000. The widow claimed to be entitled to the income of this fund and also of the proceeds of the sale of the furniture. But Sargant, J., who heard the motion, was of the opinion that