

knew that the deceased director was interested in the other concern when the contracts in question were made, and that the articles expressly provided that "no director shall vacate his office by reason of his being a member of any corporation, company or partnership, which has entered into or done any work for the company."

PRACTICE — COMPROMISE — ABSENT PARTIES, JURISDICTION OF COURT TO BIND
— JURISDICTION — RULE 131A.

In *Collingham v. Soper* (1901) 1 Ch. 769, the action was brought on behalf of bondholders of a railway company against the trustees for the bondholders, to enforce their claims under the bonds. A compromise was agreed to which was sanctioned by the Court in 1894 on behalf of bondholders who were not parties. The Court, acting under Rule 131a, which expressly enables it to sanction a compromise so as to bind absent parties where other persons in the same interest are parties to the proceedings. By the compromise the trustees were to pay out of funds in their hands £2 10s. on each bond within fourteen days after presentation of same for payment. After this order most of the bondholders surrendered their bonds on payment of the £2 10s. for each bond surrendered, but ultimately there remained 1700 bonds outstanding, the holders of which could not, after every effort by means of advertisement and otherwise, be found. The company liable on the bonds now applied to the Court to limit a time within which the holders of the outstanding bonds should come in to take the benefit of the compromise order, and in default that they should be excluded from the benefit of the compromise. But the majority of the Court of Appeal (Rigby and Stirling, L.JJ.) held that the Court, notwithstanding the Rule above referred to, had no jurisdiction to make such an order, Williams, L.J., dissented. The case would seem to shew that in Ontario, a fortiori, no such order could be made, as Rule 131a has no counterpart in the Ontario Rules.

PRACTICE — INJUNCTION AGAINST PLAINTIFF — MOTION BY DEFENDANT FOR
INJUNCTION BEFORE DEFENCE — INTERLOCUTORY MANDATORY INJUNCTION.

In *Gollinson v. Warren* (1901) 1 Ch. 812, a motion was made by a defendant before putting in his defence for a mandatory injunction against the plaintiff, under the following circumstances. The plaintiff Collinson, the proprietor of an hotel, executed a deed