

If it had been left to her for her separate use, it is admitted that it would not have been within the covenant; does the Act have the effect of making it property to her separate use, so as to prevent it from coming within the covenant? If sec. 5 had been the only section . . . the covenant of the husband could not have touched the property; . . . but then we have sec. 19 (*R. S. O. c. 132, s. 20*), . . . and we cannot help saying that it excepts from the Act everything which would interfere with the settlement, and would prevent the covenants contained in it from operating. The 5th section does interfere with the settlement. But for that section, the settlement would have given the property to the trustees to be settled for the wife and children, and to say that in the exclusion of this property from the settlement, it does not interfere with the settlement, is not a construction that can be seriously entertained."

JOINT STOCK COMPANY—COMPANIES ACT, 1863, s. 28 (*R. S. C. c. 119, s. 44*)—INSPECTION OF REGISTERS OF COMPANY—COPIES—ACTION BY SHAREHOLDER IN INTEREST OF A RIVAL COMPANY.

In *Mutter v. Eastern and Midland Railway Company*, 38 Chy. D. 92, the Court of Appeal (Cotton, Lindley and Bowen, L.JJ.), affirmed a decision of Chitty, J. The action was for an injunction by a shareholder of the defendant company to restrain the company from preventing the plaintiff from taking a copy of the entries in the company's register. The plaintiff was in the service of a rival company, and the stock he held in the defendant company had been given him by the chairman of the rival company to qualify him to attend the meetings of shareholders. The defendant company were willing to permit the plaintiff to inspect the register; but refused to permit him to take copies of the entries. Chitty, J., held that the fact that the plaintiff was seeking to serve the interests of a rival company, did not disentitle him to obtain the assistance of the court in enforcing his statutory right, and he granted an injunction, and the Court of Appeal held he was right.

AGREEMENT TO ENTER INTO AGREEMENT WITH THIRD PARTY—DAMAGES.

In *Foster v. Wheeler*, 38 Chy. D. 130, the Court of Appeal (Cotton, Lindley and Bowen, L.JJ.) affirms a decision of Kekewich, J., 36 Chy. D. 695, noted *ante*, p. 73. Foster, the plaintiff, was lessee of a house, the lease for which was about to expire, and entered into an agreement with the defendant whereby she agreed within seven days thereafter to enter into a binding agreement with the plaintiff's lessor, for a lease of the premises, and upon such lease being granted the plaintiff agreed to surrender his term. The defendant having refused to carry out the agreement, this action was brought by the plaintiff for specific performance, or in the alternative for damages. Kekewich, J., gave judgment for damages, to be ascertained by reference. From this judgment the defendant appealed, contending that the agreement was invalid for want of consideration, but the Court of Appeal held that the plaintiff's agreement to surrender his term was a sufficient consideration.