

COMPANY—WINDING-UP—CONTRIBUTORY—DIRECTOR—CONSENT TO ACT AS DIRECTOR—QUALIFICATION SHARES, AGREEMENT TO ACCEPT.

*In re Hercynia Copper Company*, (1894) 2 Ch. 403; 7 R. June 94, was an application in a winding-up proceeding to remove the name of the applicant from the list of contributories. The applicant had been named in the articles of the company as one of the original directors, and the articles provided that a director's qualification should be the holding of shares to the nominal amount of £250. The original articles had not been signed by the applicant, but it was proved that he had signed a prospectus of the company and a print of the articles, and had admitted in writing that he had consented to join the board. The articles provided that unless a director acquired his qualification shares within a month of his appointment he should "be deemed to have agreed to take the same." He subsequently refused to take the shares, and resigned his office as director; but Wright, J., and the Court of Appeal (Lindley, Lopes, and Kay, L.JJ.) were unanimous that he was properly placed on the list of contributories for shares to the amount of £250.

INFANT—MARRIAGE SETTLEMENT—CONFIRMATION OF DEED BY SETTLOR AFTER ATTAINING MAJORITY.

*In re Hodson, Williams v. Knight*, (1894) 2 Ch. 421; 8 R. July 174, a lady, while an infant, executed a marriage settlement. After attaining her majority, she executed a deed confirming the settlement, but this deed was not acknowledged under the Fines and Recoveries Act. Chitty, J., held that the ratification of a contract made in infancy is not in the nature of a new contract, and that therefore it was not necessary to its validity that it should be executed with the formalities of a new and original deed, and that the ratification was valid and binding, notwithstanding the coverture of the lady.

LESSOR AND LESSEE—ACCESS OF AIR—DEROGATION FROM GRANT—PAROL LICENSE—REVOCATION OF LICENSE WITHOUT NOTICE—INJUNCTION.

*Aldin v. Latimer*, (1894) 2 Ch. 437; 8 R. July 180, was an action by a lessee to restrain the lessor's assigns from building upon adjoining property so as to interfere with the access of air to the demised premises. The premises of the plaintiff had been leased for a timber yard, which business he had covenanted with the lessor he would carry on. After the making of the lease he had,