

WILL—HOLOGRAPH CODICIL—ATTESTING WITNESS UNABLE TO RECOLLECT EXECUTION—
PRESUMPTION—PROBATE.

Woodhouse v. Balfour, 13 P. D. 2, is a case in which the witnesses to the signature of a testator to a holograph codicil, which appeared on its face to have been duly executed and attested, upon being called to prove it, while acknowledging their signatures as witnesses, were unable to recollect having written them, or of having seen the will or codicil before. They were clerks in the testator's employ, and had frequently witnessed papers for him. Under these circumstances the court presumed the codicil to have been duly executed, and granted probate of it.

COMPANY—EXTRAORDINARY GENERAL MEETING—IRREGULARITY IN CALLING BOARD MEETING—DIRECTOR, REMOVAL OF—AGREEMENT PRIOR TO FORMATION OF COMPANY, ADOPTION OF.

Proceeding now to the cases in the Chancery Division, *Browne v. La Trinidad*, 37 Chy. D. 1, covers some important points of company law. A meeting of directors passed a resolution for calling a general meeting, at which were to be proposed special resolutions for removing the plaintiff from the office of director, and for increasing the capital. The plaintiff was not notified of this meeting of directors until ten minutes before it was held, and was not then notified of the business intended to be transacted at it, and did not attend it. The general meeting was duly called in pursuance of the resolution for the 12th, for the adoption of the resolutions; and for 28th October for the ratification of the resolution adopted on the 12th October. On the 8th October, the plaintiff commenced the present action against the company and his co-directors, claiming *inter alia* a declaration that the extraordinary meeting had not been duly called for the 12th October, because of the alleged irregularity in calling the meeting of directors, and also an injunction restraining the defendants from removing him from his directorship, on the ground that prior to the formation of the company, it had been agreed by the promoters with the plaintiff, who was vendor of the corporate property, that plaintiff should be a director of the intended company irremovable until after the year 1888, and that this agreement had been embodied in the articles of association and adopted by the company having passed a resolution inviting the plaintiff to join the board as a director pursuant to the agreement. Charles, J., had granted an injunction on the ground of the insufficiency of notice in calling the meeting of directors; but the Court of Appeal (Cotton, Lindley and Lopes, LL.J.) were of opinion that even though the meeting of directors was irregularly called, and might have entitled the plaintiff promptly to have insisted on another meeting being called, yet as he had not chosen to do so, the meeting was not so called as to be unable to act as a board, and therefore the general meeting was not irregularly called. And on the main point, on which Charles, J., did not pronounce an opinion, they held that the incorporation of the agreement into the articles of association merely amounted to a contract between the members of the company *inter se*, and was not an adoption of the contract between the company and the plaintiff. Doubt was also expressed whether an agreement not to remove a director was one that could be specifically enforced at the suit of the director.