

clusion of the dissentient judge seems the preferable one. The defendant had covenanted with the plaintiff not to carry on or be otherwise interested in any similar business to that sold by him to the plaintiff. He had, nevertheless, busied himself in procuring a lease of premises for his nephew to carry on a similar business in his wife's name; he had introduced the nephew to wholesale dealers who had formerly supplied the defendant, and he had drawn up and distributed circulars advertising his wife's business. The majority of the Court of Appeal were of opinion that as it was clearly shown that the defendant had no proprietary or pecuniary interest in the wife's business, the acts above referred to did not constitute his being "interested in" the business within the meaning of the covenant. Kay, L.J., thought that they did, and that the defendant had committed a breach of both branches of the agreement, and had assisted to carry on and been interested in the wife's business contrary to the agreement.

COMPANY—DIRECTOR—IMPLIED AGREEMENT TO TAKE SHARES—ALLOTMENT.

*In re Printing, Telegraph & Construction Company*, (1894) 2 Ch. 392; 7 R. June 71, the articles of the company provided that the first directors should be allowed one month from the first general allotment of shares in which to acquire qualification shares, and that the office of director should be vacated if he failed to get the shares within the prescribed period, or if he sent in a written resignation. One Cunnell signed the articles, and was appointed a first director. He attended several meetings, but never applied for his qualification shares. At the first general allotment, however, without his knowledge, the necessary qualification shares were allotted to him, and his name was placed on an allotment sheet signed by the chairman and secretary. Cunnell occasionally attended meetings before the expiration of the month, but none afterwards. Shortly after the month expired the secretary requested him to sign an application for shares, which he refused to do, and tendered his resignation of the office of director. After his resignation and refusal to sign the application his name was put on the register of shareholders, and he now applied to have it removed, on the ground that he was not bound by the allotment. Stirling, J., granted the application, and the Court of Appeal (Lindley, Lopes, and Kay, L.JJ.) affirmed his decision.