

at the testator's death was twenty-five years of age, claimed that the legacy was vested, and that he was entitled to immediate payment of the corpus; and Neville, J., following Jessel, M.R., *In re Parker*, 16 Ch. D. 44, held that he was so entitled.

COMPANY—PAYMENTS OUT OF COMPANY'S FUNDS FOR COST OF
PROXY PAPERS AND CIRCULARS AND POSTAGE FOR SENDING AND
RETURN—INFLUENCING NOTES—DIRECTORS—ULTRA VIRES.

In *Peel v. London & N.W. Ry. Co.* (1907) 1 Ch. 5 Warrington, J., decided that it is ultra vires for directors to have proxy papers prepared, together with a circular explaining the facts and the views of the directors, and asking the support of the shareholders at the meeting and defraying the cost thereof together with the postage for transmitting the same to shareholders and the postage for transmitting the proxies to the directors' and he granted an injunction restraining payments. But the Court of Appeal (Williams, Moulton and Buckley, L.JJ.) unanimously overruled his decision and dismissed the action.

MASTER AND SERVANT—COMBINATION OF FIRMS—ENGAGEMENT OF
SERVANT ON BEHALF OF COMBINATION OF FIRMS—COVENANT
IN RESTRAINT OF TRADE—LIMIT OF SPACE—REASONABLENESS
—INJUNCTION.

Leatham v. Johnston (1907) 1 Ch. 189 was a motion to restrain the defendant from entering the employment of any firm within the United Kingdom carrying on a business similar to the plaintiffs'. The plaintiffs were a combination of several separate firms which carried on business in conjunction. The defendant had been employed to act as agent on behalf of all the plaintiff firms and entered into a covenant that he would not enter the employment of any other person or firm doing the like business to the plaintiffs within the United Kingdom. The plaintiffs' business was very extensive and extended throughout the United Kingdom. The action was brought to restrain the defendant from committing a breach of his covenant. It was contended on his behalf that the covenant was unreasonable and oppressive and in restraint of trade, and that it was not competent for several firms to engage a servant. But Neville, J., though expressing disapproval of the state of the law held that there was nothing to prevent such an employment, and looking to the interests of the employers and the extent of their trade, he could not