

John and his share should be primarily liable for £13,407, William for £3,129 and Walter for £1,340, and that each of them should contribute in these proportions to the payment of the debt, and should indemnify the others against the payment of the proportion for which he was primarily liable. In 1882 Barlow brought a foreclosure action against William and foreclosed his mortgage, but John and Walter were not made parties to the action. The fund which was the subject of the mortgages having been paid into Court, this was an application for the payment out of the money to the parties entitled, and it was held by Warrington, J., that John and Walter were necessary parties to the foreclosure proceedings against William and that as against John and Walter the foreclosure of William's share was ineffectual, and as to them and persons claiming under them William's share must be first applied in payment of the Barlow mortgage, and secondly in making good its due contribution to the mortgage to the insurance company, but as to William and the persons claiming under him the foreclosure remained absolute, and the balance of his share after making the payments aforesaid belonged to Barlow and those claiming under him.

COMPANY ARTICLES OF ASSOCIATION—BOARD OF DIRECTORS—  
APPOINTMENT OF MANAGING DIRECTOR—POWER TO REVOKE  
APPOINTMENT OF MANAGING DIRECTOR.

*Nelson v. Nelson* (1913) 2 K.B. 471. In this case the plaintiff, who had, under power conferred on the board of directors of the defendant company, by its articles of association, been appointed the managing director of the company, sued the company for damages for breach of the agreement, under which he was appointed. The articles provided that the board of directors might appoint a managing director, and also revoke the appointment. By the agreement with the plaintiff, he was appointed on the terms that he should hold office so long as he continued a director, and retained his due qualification, and efficiently performed the duties of the office. Subsequently, while the plaintiff was fulfilling the conditions of the agreement, the board of directors revoked his appointment. Scrutton, J., who tried the action, held that the articles of association did not empower the board to revoke the appointment at will, but for good cause only, and, therefore, that the plaintiff was entitled to recover.