

joined as plaintiffs. The Court of Appeal (Lord Cozens-Hardy, M.R., and Kennedy, and Eady, L.J.J.), however, held that the action was properly constituted; and on the merits determined that the notice of the meeting was insufficient and the resolutions were invalid and not binding on the company.

COMPANY—WINDING-UP PETITION—JUDGMENT CREDITOR—"PROCEED TO ENFORCE ANY JUDGMENT"—COURTS (EMERGENCY POWERS) ACT, 1914 (4-5 GEO. V. c. 78. s. 1)—(THE MORTGAGORS AND PURCHASERS RELIEF ACT, 5 GEO. V. c. 22, s. 1, ONT.).

*In re A Company* (1915) 1 Ch. 520, the Court of Appeal (Lord Cozens-Hardy, M.R., Phillimore, L.J., and Joyce, J.), held that a petition by a judgment creditor of a company for a winding up order. is not a proceeding "to execution on, or otherwise to the enforcement of a judgment" within the meaning of *The Courts (Emergency Powers) Act* (4-5 Geo. V. c. 78, s. 1), see 5 Geo. V. c. 22, s. 1, Ont., and an injunction granted by Astbury, J., restraining such proceedings was dissolved.

RESTRAINT OF TRADE—MASTER AND SERVANT — AGREEMENT BY SERVANT NOT TO SOLICIT CUSTOMERS, OR ADVERTISE THAT SERVANT WAS "LATE WITH THE MASTER"—REASONABLE RESTRICTION—BREACH BY FIRM—RESPONSIBILITY OF PARTNER—DETERMINATION OF CONTRACT BY PAYMENT OF WAGES IN LIEU OF NOTICE—WRONGFUL DISMISSAL.

*Konski v. Peet* (1915) 1 Ch. 530. The plaintiff in this action claimed an injunction against the defendant who had formerly been in his employ from soliciting his customers, or advertising herself as "late with Konski" contrary to an agreement in that behalf. After she left the plaintiff's employment she had become a saleswoman in the employment of one Phillip who had also been in the employment of the plaintiff, but who had not entered into any agreement with the plaintiff not to advertise himself as "late with Konski," and he published advertisements of his firm "Phillip (Russian) from Konski." It was alleged that the defendant was a partner of Phillip and that this advertisement was a breach of her agreement. The only customer the defendant was proved to have solicited was a lady who, as the judge found, had ceased to be a customer of Konski before the defendant's employment began; and he also found