

PRATICE—DISAPPEARANCE OF EXECUTOR NAMED IN WILL.

In the goods of Crawshaw, (1893) P. 108, the executor named in the will had, before the death of the testator, left England under an assumed name, having sold all his effects; his whereabouts were unknown, and there was reason to believe that he did not intend to return. Under these circumstances, administration with the will annexed was granted to testator's widow, who was the sole beneficiary, without requiring the executor to be cited.

JOINT STOCK COMPANY—TRANSFER OF SHARES—REFUSAL OF DIRECTORS TO REGISTER TRANSFEREE—CERTIFICATE ISSUED TO TRANSFEROR—ESTOPPEL—DAMAGES, MEASURE OF.

In re Ottos Kopje Diamond Mines, (1893) 1 Ch. 618, two or three points of company law are discussed. This was a summary application, under the provisions of the Companies Act, to compel a company to rectify the register by registering the applicant as transferee of certain shares. The shares in question had been purchased by the applicant *bona fide* from one Gardner on the faith of a certificate issued by the company to Gardner, certifying him to be the owner of the shares. After the shares had been transferred to the applicant, the directors of the company, suspecting that there was something wrong in the issue of the certificate to Gardner, refused to register the transfer to the applicant. The Court of Appeal (Lindley, Bowen, and Smith, L.JJ.) agreed with Stirling, J., that although the certificate granted to Gardner did not amount to a warranty of title on which the applicant could sue the company at common law, nevertheless estopped the company from disputing his right to be registered as transferee of the shares therein mentioned; also that the applicant's right of action arose on the refusal of the company to perform the duty of registering the transferee, who had shown a title which the company was estopped from disputing; and, thirdly, that the measure of damages for which the company was liable was the value of the shares at the time of the company's refusal to register the transferee.

COVENANT IN RESTRAINT OF TRADE—GENERAL RESTRAINT—PARTIAL RESTRAINT—TRADE SECRET—MONOPOLY—PUBLIC POLICY—INJUNCTION.

In Maxim-Nordenfelt Guns Co. v. Nordenfelt, (1893) 1 Ch. 630, will be found a very elaborate discussion of the law relating to covenants in restraint of trade, its origin, the principles on which