

ness carried on in the town of Port Arthur. The articles of partnership provided that the plaintiff should procure her husband to work in the business and to devote his whole time and attention to it; and the plaintiff covenanted that her husband should not, after the determination of the partnership, "carry on or engage or be interested, directly or indirectly, in any business in the town of Port Arthur which shall compete or interfere with the business" of the defendant. After the dissolution of the partnership, the plaintiff's husband entered into the employment of B., as manager of a jewelry business belonging to B., upon premises in Port Arthur situate in close proximity to the shop at which the defendant was carrying on the business which had been carried on by the partnership; and the business of B. was, beyond question one which competed with the business of the defendant.

*Held*, that what had been done by the plaintiff's husband was a breach of her agreement with the defendant.

Judgment of MABEE, J., reversed.

*H. Cassels, K.C., and R. S. Cassels*, for defendant. *DuVernet*, for plaintiff.

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Mulock, C.J. Ex.D.]

[April 25.]

DUNCAN V. TOWN OF MONTREAL.

*Intoxicating liquors—Local option by-law—Passing before expiration of two weeks from the voting.*

A municipal council cannot finally pass a local option by-law until the expiration of the two weeks next after the clerk of the council has declared the result of the voting thereon; and a by-law passed before the expiry of such period was therefore quashed.

*J. B. MacKenzie*, for the motion. *F. E. Hodgins, K.C.*, contra.

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Boyd, C.]

[April 27.]

RE PETERBOROUGH COLD STORAGE CO.

*Company—Directors—Transfer of shares before first payment made, and to insolvent persons—Breach of duty.*

On the issue of lettels patent under Ontario Companies Act, R.S.O., 1897, c. 191, incorporating a company, the directors