

made no profits, and had not declared any dividends. Laurence, J., nevertheless, held that all unpaid preferential dividends were "arrears," and that the surplus was applicable to the payment of preferential dividends down to the commencement of the winding up.

CONTRACT TO EMPLOY PLAINTIFF AS AGENT—INJUNCTION—AFFIRMATIVE AGREEMENT—IMPLIED NEGATIVE STIPULATION—NECESSITY FOR INDEPENDENT NEGATIVE AGREEMENT.

*Mortimer v. Beckett* (1920) 1 Ch. 571. This was an action to enforce an agreement made by the defendant with the plaintiff whereby the defendant agreed to employ the plaintiff as his sole agent for matching the defendant in boxing contests for a period of seven years. In December, 1919, the defendant refused to employ the plaintiff any longer, and the plaintiff now applied for an interim injunction. Russell, J., who heard the motion, dismissed it, on the ground that there was no express negative agreement on the part of the defendant not to employ any one else but the plaintiff, following in this respect *Lumley v. Wagner* (1852), 1 D. M. & G. 604.

COMPANY—UNDERWRITING CONTRACT—SUB-UNDERWRITING CONTRACT—AUTHORITY TO APPLY FOR SHARES—AUTHORITY COUPLED WITH INTEREST—APPLICATION TO RECTIFY REGISTER OF SHAREHOLDERS.

*In re Olympic Fire and General Reinsurance Co.* (1920) 1 Ch. 582. This was an application to rectify the register of shareholders of a limited company in the following circumstances. A syndicate entered into an underwriting contract in consideration of a commission and other moneys, to subscribe for 150,000 shares to be offered for public subscription, it being agreed that all allotments to the public were to be applied in relief of the syndicate's agreement to take 150,000 shares. The syndicate entered into a sub-underwriting agreement with one Pole, whereby the latter agreed to subscribe for 10,000 of the 150,000 shares, and by his underwriting letter he said, "We now hand you application for the shares hereby underwritten by us, together with a cheque for £1250, being deposit of 2s 6d per share." By the terms of the agreement he was only to be allotted and to pay for so many of the 10,000 shares as should be his due proportion of the shares not allotted to the public. It also provided that notwithstanding any withdrawal or repudiation by Pole, the contract was to be sufficient authority to the directors to allot the