

of a business for the sale of imitation jewellery. The covenant restricted the defendant from carrying on business of the like nature or for the sale of real jewellery in any part of Great Britain and Ireland and the Isle of Man, the United States, Russia or Spain or within 20 miles of Berlin or Venice. Neville, J., who tried the action held that the covenant was too wide in area unless severable, but he held that it was severable and might be limited to the United Kingdom and the Isle of Man, and that so limited it was not wider than necessary for the plaintiffs' reasonable protection: and as the covenant extended to both real, as well as imitation jewellery, Neville, J., granted an injunction as to both kinds of business, limited to the area of the United Kingdom and Isle of Man (1914) 2 Ch. 603. (see *ante* pp. 225-6). The Court of Appeal (Lord Cozens-Hardy, M.R., and Kennedy, and Eady, L.JJ.), agreed with Neville, J., as to the severability of the covenant as to the area, and also with the limit as to which Neville, J., granted the injunction; but the Court of Appeal thought that the injunction ought not to have restricted the defendants from carrying on business for the sale of real jewellery, and therefore varied the order appealed from by confining the injunction to imitation jewellery, to which the covenantee's business was confined.

COMPANY—MEMORANDUM OF ASSOCIATION — CONSTRUCTION —
POWER TO SELL PART OF BUSINESS TO NEW COMPANY—(CON-
SIDERATION—UNION OF INTERESTS OR AMALGAMATION WITH
OTHER COMPANY.

Re Thomas, Thomas v. Sully (1915) 1 Ch. 325. A summary application on originating summons was made to the Court in this case to determine the construction of the memorandum of association of a limited company. The plaintiff company carried on business as brick makers at various places, inter alia, at Taunton where another company, Cornishes Limited, also carried on business. The articles of association of the plaintiff company provided that it should have power to sell or deal with all or any part of its property "in such manner and on such terms and for such purposes" as it should deem proper, and also to "make and carry into effect arrangements with respect to the union of interests, or amalgamation either in whole or in part with any other company" having similar objects. It was proposed that the plaintiff company and Cornishes Limited