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## Corporations

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the result is that it makes the drafter's task easier with respect to contract provisions restraining competition by a former employee. If they are couched in terms of condition, the court apparently will not consider a public policy argument. This, of course, leaves the field wide open to the imaginative drafter, although there is the safeguard rule that express conditions may be excused if their requirement involves extreme forfeiture.<sup>16</sup>

In short, the court has allowed a restraint of trade to be imposed indirectly by the conditional provision while not subjecting the terms to the scrutiny required by the public interest. If and when the question is again presented, it is to be desired that the court will look behind the weight of precedent and re-examine the position taken in the *Eckman* case.

ROBERT BARONSKY

### CORPORATIONS

In the recent Washington case of *Bellinger v. West Coast Tel. Co.*, 154 Wash. Dec. 702, 343 P.2d 189 (1959), the Washington Supreme Court decided a question of first impression in this state as to which state law controls ownership of stock which is issued by a Washington corporation but held in another state by domiciliaries of the latter state. Two marital couples domiciled in Oregon and California, respectively, had acquired stock in defendant, a Washington corporation. There was a recital on the face of the certificates issued to each couple that the spouses held their stock as "joint tenants with right of survivorship and not as tenants in common." Upon the death of one of the spouses in each case, the defendant refused to transfer the stock to the surviving spouse as sole owner. The defendant claimed that it was precluded from making the requested transfer because of the Washington law abolishing joint tenancy with right of survivorship, RCW 11.04.070. The surviving spouses sued to compel the transfer and the superior court held that the Washington statute abolishing joint tenancy did not control the character of the plaintiffs' ownership and that the plaintiffs were entitled to be recognized as the sole owners of the shares represented by the respective certificates, since Oregon and California law permitted joint tenancy with right of survivorship. The supreme court affirmed, holding that under the Uniform Stock Transfer Act, RCW 23.80, the shares were embodied in the certificate and since the certificates were held in Oregon and California by couples who were domiciled in those states, the law of those states, rather than the law of Washington, controlled the question of the character of plaintiffs' ownership in the shares.

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<sup>16</sup> See RESTATEMENT, CONTRACTS §302 (1932); *Hegeberg v. New England Fish Co.*, 7 Wn.2d 509, 110 P.2d 182 (1941).