Where all the stockholders participate, the agreement should be enforced, regardless of the extent of deviation from the statutory norm. A disgruntled stockholder should not be permitted to wrap himself in the mantle of a defender of the statutory norm in order to evade obligations freely acquired.

An agreement among a majority of stockholders should be enforced as long as it does not damage or defraud the non-participating minority. While specific performance may not in all cases be a proper remedy because of the problems incidental to a personal relationship, it is frequently the only remedy which can give adequate relief. In the absence of specific performance, the parties who entered into such an agreement should be at least liable in damages for its violation. Since such agreements normally assist in the smooth functioning of corporate enterprises, minority stockholders are better protected by holding the directors and officers to a strict account of their trust than by an insistence on compliance with technical corporate procedures.

Where directors enter into management or employment agreements for a term of years, such agreements should be enforced according to the intent of the parties. If the directors subsequently wish to remove any employee who is a party to such an agreement, the corporation should answer in damages. Similarly loan agreements containing reasonable provisions safeguarding a corporate loan should be enforced.

In many cases of the type discussed herein, there is an opportunity to apply the doctrine of estoppel, and it should be employed more frequently. A party who has changed his position to his detriment in reliance upon a contract should be protected, even though the contract may have deviated slightly from the sacrosanct "statutory norm." Finally it may be noted that the relationship between stockholders and directors is an example of the failure of corporate statutes to distinguish between requirements of the small incorporated enterprise and those of large, widely held corporations. In many countries, such a statutory distinction is made. As to corporations with a small number of stockholders, it would seem that cases of agreement often made among those stockholders with respect to selection of directors and officers and to management of the corporation are consistent with sound business practice and should be enforced. The public policy of a state does not require closed corporations to adhere strictly to procedural standards established for large public corporations.