

VENDOR AND PURCHASER—AGREEMENT BY VENDOR TO PAY SECRET COMMISSION TO AGENT OF PURCHASER—RIGHT OF PURCHASER TO RECOVER COMMISSION AGREED TO BE PAID BY VENDOR.

In *Grant v. The Gold Exploration Syndicate* (1900) 1 Q.B. 233, the plaintiff sought to recover from the defendants the amount of a promissory note given by the defendants as part payment of the purchase money for certain mining property sold by the plaintiff to the defendant company. The sale was negotiated by one Govan, who was then a director of the defendant syndicate, and to whom the plaintiff privately agreed to pay a commission of ten per cent. on the total purchase money received. After the price was fixed, and before payment, the plaintiff became aware that Govan was a director of the syndicate, but the agreement to pay the commission was not disclosed by the plaintiff to the defendants. Part of the purchase money was paid in money and shares, and the plaintiff paid ten per cent. of the sum received, and assigned to the nominee of Govan ten per cent. of the shares. Before the balance became due the plaintiffs asked Govan to get the defendants to pay part in cash, and give the note now sued on for the balance. This Govan did, and at the same time agreed to forego £500 of the commission he was entitled to. Before the note matured the defendants discovered that Govan had received the shares and money in part payment of his commission, and on demand he paid over the money and transferred the shares to the syndicate in full satisfaction of their claim against him. The defendants now claimed that they were also entitled to recover from the plaintiff the £500 which Govan had agreed to forego. Bigham, J. was of opinion that the defendants knowing all the facts had elected to treat their right as barred by the second agreement reducing the commission, and were therefore not entitled to recover the £500; but the Court of Appeal (Smith, Collins, and Williams, L.JJ.) were unanimously of opinion that the agreement by Govan made after the plaintiffs knew his fiduciary position was not binding on the defendants and that they were entitled to the £500 in question.

CROWN—PREROGATIVE OF CROWN—ACTION BETWEEN SUBJECTS AFFECTING RIGHTS OF CROWN—INFORMATION—STAY OF PROCEEDINGS.

In *Stanley v. Wild* (1900) 1 Q.B. 256, the plaintiff had brought an action of trespass in the County Court against tenants of the Crown, and recovered judgment therein for damages, and an injunction to restrain future trespasses, thereupon the Attorney-