

PRINCIPAL AND AGENT—SECRET PROFIT—RIGHT OF AGENT MISCONDUCTING HIMSELF TO COMMISSION.

Andrews v. Ramsay (1903) 2 K.B. 635 lays down a very wholesome rule, which ought to tend to fair and honest dealing by agents. The strange mental obliquity whereby an agent employed by his principal for a certain purpose, conceives himself also entitled to make a profit out of the transaction unknown to his principal, is an insidious evil that needs to be rooted out; henceforth, an agent who enters on that slippery path should know that his principal may not only recover from him the secret profit he has treacherously endeavoured to secure, but also any compensation he may have retained with the assent of his principal and which he would have been legitimately entitled to, had he acted honestly. In short, according to the judgment of the Divisional Court (Lord Alverstone, C.J., and Wills and Channell, JJ) an agent who makes a secret profit renders himself liable to an action by his principal to recover not only his illegitimate gains, but also the legitimate reward he might otherwise have been entitled to.

INSURANCE—BREACH OF WARRANTY BY SHIPOWNER—WARRANTY OF SEAWORTHINESS—NEGLIGENCE OF MASTER—PROXIMATE CAUSE OF LOSS.

In *Greenock Steamship Co. v. Maritime Ins. Co.* (1903) 2 K.B. 657, the Court of Appeal have affirmed the decision of Bigham, J. (1903) 1 K.B. 367 (noted ante vol. 39, p. 357.)

BILL OF LADING—HARTER ACT (ACT OF CONGRESS OF U.S.A. 1893)—“FAULTS OR ERRORS IN MANAGEMENT OF VESSEL.”

In *Rowson v. Atlantic Transport Co.* (1903) 2 K.B. 666, the Court of Appeal have also affirmed the judgment of Kennedy, J. (1903) 1 K.B. 114 (noted ante vol. 39, p. 192). In this case it may be remembered the action was brought to recover damages to a cargo occasioned by the mismanagement of the refrigerating apparatus, which Kennedy, J. held to be “an error in the management of the vessel,” for which, under the bill of lading, the owners were responsible.

CONTRACT—SPECIFIC PERFORMANCE—FAILURE OF CONSIDERATION—OBJECT OF ENTERING INTO CONTRACT FRUSTRATED—DEMISE OF SHIP—REPUDIATION OF CONTRACT BEFORE TIME FOR PERFORMANCE.

Herne Bay Steamboat Co. v. Hutton (1903) 2 K.B. 683. This, and the two following cases, arise out of the postponement of the coronation festivities. In this case the defendants entered into an agreement in writing with the plaintiff, whereby it was agreed that