

view that an agent, like a solicitor, is bound to secrecy in regard to communications from his principal, and we are not sure whether the jury's law is not on the whole preferable to that of the Judge.

ARBITRATION—AWARD IN ALTERNATIVE FORM—SPECIAL CASE—
FINAL AWARD IF SPECIAL CASE NOT PROSECUTED.

Re Olympia Oil & Cake Co. v. MacAndrew (1918) 2 K.B. 771. This was an appeal from an order of a Divisional Court dismissing a motion to set aside an award. The award in question was made in an alternative form; it stated a special case and limited a time within which the case should be set down for hearing; and in default it made a final award of the matters in question. The Court of Appeal (Banks, and Scrutton, L.JJ., Pickford, L.J., dissenting) that the arbitrators had not exceeded their jurisdiction and held that the award was not bad on its face and dismissed the appeal.

LANDLORD AND TENANT—LESSEE OF APARTMENTS—FLIGHT OF
STEPS FROM STREET—OBLIGATION OF LESSOR TO KEEP
STEPS IN REPAIR.

Dunster v. Hollis (1918) 2 K.B. 795. The plaintiff in this case was the lessee of two rooms in a house; the lessor retained control of the rest of the house and of the front steps. These steps had been suffered to fall into disrepair and the plaintiff, in using them, fell and was injured. Lush, J., held that the defendant was under an obligation to the plaintiff, as his tenant, to take reasonable care to keep the steps reasonably safe, and that he had failed in this duty and was liable to the plaintiff for damages for the injury thus occasioned.

LANDLORD AND TENANT—NOTICE TO QUIT ACCOMPANIED BY LETTER
THAT IT WAS TO TAKE EFFECT UNLESS IN MEANTIME THE
LESSORS SAW FIT TO CHANGE THEIR OPINION.

Norfolk v. Child (1918) 2 K.B. 805. This was an appeal from the order of a Divisional Court (1918) 2 K.B. 351 (noted *ante* p. 24). The question was to the sufficiency of a notice to quit, accompanied by a letter, to the effect that it was to take effect unless in the meantime the lessors saw fit to change their opinion. The Divisional Court upheld it and the Court of Appeal (Banks and Scrutton, L.JJ., and Eve, J.) affirmed the decision.