

that no license had been in fact granted. In these circumstances Lush, J., reversed the order of the Master to enforce the award, and the order of Lush, J., was affirmed by the Court of Appeal (Eady, M.R., and Scrutton, J.), the court being of the opinion that it was not a case for the summary enforcement of the award, but that the parties should be left to enforce it by action if so advised.

PRINCIPAL AND AGENT—CONFIDENTIAL COMMUNICATION—DUTY
OF SECRECY—BREACH OF DUTY—LIBEL—DAMAGES—EX
TURPI CAUSA NON ORITUR ACTIO.

Weld-Blundell v. Stephens (1919) 1 K.B. 520. This was an action by a principal against his agent to recover damages for an alleged breach of duty in the following circumstances: The plaintiff had been asked to advance money to a company, and for the purpose of considering the application he employed the defendant, who was an accountant, to examine the accounts of the company, and in a letter of instructions, he made certain libellous statements against persons who were, or had been, officially connected with the company. This letter the defendant handed to his partner who negligently left it lying in the company's office, where it was found by the manager and read by him, and its contents communicated to the persons libelled, who thereupon brought an action against the plaintiff and recovered judgments aggregating £1,850; this sum, with the costs of the libel action, the plaintiff now claimed to recover from the defendant. The action was tried by Darling, J., who held that the defendant was not under any implied obligation to keep the letter secret, and that the plaintiff could not in any case recover damages to indemnify himself against his own wrongful act. The Court of Appeal (Bankes, Warrington and Scrutton, L.JJ.), were of the opinion that the defendant was under an obligation to keep the letter of the plaintiff secret and on this point reversed the judgment of Darling, J., but the Court of Appeal were divided on the question of damages, the majority (Bankes and Warrington, L.JJ.), however, substantially agreed with Darling, J., and held that the plaintiff was only entitled to recover nominal damages, as the damages recovered against him in the libel actions were really occasioned by his own wrongful act for which he was not entitled to be indemnified by the defendant. Scrutton, L.J., on the other hand, thought that the plaintiff was entitled to recover substantial damages. He says: "My brothers, while thinking the agreement legal and one