arbitrators had before action been elected by the directors, but it was held by the Court of Appeal (Lindley and Smith, L.JJ.) that the defendants were entitled to have the proceedings stayed, that it was competent for the directors to elect the five arbitrators even after action brought (in which respect the decision of North, J., in *Christie* v. *Northern Benefit Building Society*, 43 Ch.D. 62, to the contrary, was dissented from); further, the Court of Appeal was of opinion that if they neglected to elect the arbitrators, the plaintiff's remedy, instead of bringing an action, was to apply for a mandamus to compel them to do so. The order of Day, J., was, therefore, sustained.

ARBITRATION—STAYING ARBITRATION—INJUNCTION—ACTION IMPEACHING AGREEMENT OF REFERENCE.

Kitts v. *Moore*, (1895) 1 Q.B. 253; 12 R. Jan. 133, is another decision of the Court of Appeal (Lindley and Smith, L.JJ.) on a cognate question to that decided in the preceding case. In this case the plaintiffs brought an action to impeach the validity of an instrument containing the agreement for reference, and applied for and obtained from Lord Russell, C.J., an injunction staying the arbitration until the trial, and the Court of Appeal affirmed the order.

PRINCIPAL AND AGENT—AGENT, PERSONAL LIABILITY OF—MONEY OBTAINED BY DURESS—PAYMENT BY PRINCIPAL AND AGENT BEFORE NOTICE OF DURESS—RECEIVER APPOINTED UNDER TRUST DEED.

Owen v. *Cronk*, (1895) 1 Q.B. 265; 14 R. Mar. 311, was an action to recover money paid under duress. The facts of the case were that a trading company had made a trust deed to secure debentures, and in this deed provision was made, in the event of default in payment of the debentures, that the trustees named in the deed might appoint a receiver of the property thereby charged; and it was provided that a receiver so appointed was to be deemed to be the agent of the company. Under this deed the defendant was appointed receiver, and he carried on the business in the company's name. He opened an account at a bank in the company's name, and to this account he paid all moneys received in the course of the business. The manager of the business, without the knowledge of the defendant, compelled the plaintiffs, by duress of their goods, to pay a sum which the plaintiffs alleged to be extortionate, and to recover which the