

COMMENTS ON CURRENT ENGLISH DECISIONS.

We now continue our notes on the cases in the first instalment of the Law Reports for December.

SALE BY DIRECTOR TO COMPANY—RATIFICATION AT GENERAL MEETING—VENDOR'S RIGHT TO VOTE AS SHAREHOLDER.

In the much litigated case of *North-West Transportation Co. v. Beatty*, 12 App. Cas. 589, the Judicial Committee reversed the decision of the Supreme Court and restored the judgment of the Court of Appeal. The simple point in the case was whether or not a director of a company, who had entered into a voidable contract to sell certain property to the Company, was entitled to a vote as a shareholder at a general meeting called to ratify the contract. The Chancellor held that he could not (16 Ont. R. 300), the Court of Appeal held that he could (11 App. R. 205), the Supreme Court thought the Chancellor was right and reversed the decision of the Court of Appeal (12 S. C. R. 598), and now the Privy Council think the Supreme Court was wrong, and the Court of Appeal was right.

MARINE INSURANCE—BURSTING OF ENGINE—PERILS OF THE SEA.

Thames M. I. Co. v. Hamilton, 12 App. Cas. 484, is an appeal from the case of *Hamilton v. Thames M. I. Co.*, 17 Q. B. D. 195, noted *ante* vol. 22, p. 299. In this case a steamer was insured by a time policy in the ordinary form, on the ship and her machinery, including the donkey-engine. For the purposes of navigation the donkey-engine was used for filling the main boilers, when, owing to accident or negligence, a valve was open which ought to have been shut, and the water was forced into and split open the air chamber of the donkey-engine. The Divisional Court of the Queen's Bench Division, and the Court of Appeal, held that the damage to the engine was covered by the insurance, but the House of Lords reversed the decision, holding that whether the injury were due to accident or negligence, the loss did not fall under the words "perils of the seas," nor under the general words "all other perils, losses and misfortunes, that have, or shall come to the hurt, detriment, or damage, of the subject-matter of insurance." *West India Telegraph Co. v. Home and Colonial Insurance Co.*, 6 Q. B. D. 51, on which the Courts below relied was disapproved, their Lordships being unanimously of opinion that the general words only covered other losses, *ejusdem generis*, as those specifically mentioned.

LUNATIC OUT OF JURISDICTION—RIGHT OF FOREIGN OFFICIAL CHARGED WITH CARE OF LUNATIC TO PROPERTY OF LUNATIC IN ENGLAND.

Proceeding now to the cases in the Chancery Division in *re Barlow*, 36 Chy. D. 287, is the first to call for notice. In this case, a lady detained in a lunatic asylum in New South Wales, but not found a lunatic by inquisition, was entitled to the income (about £30 a year) of a testator's residuary estate, and was also absolutely entitled to £2,000, which had arisen from accumulations of the income. She had been maintained by the Colonial Government, at a total expense of