

legates. On appeal the judgment of Russell, J. was upheld. Estates must remain contingent until there be a person having all the qualifications that the testator requires and completely answering the description given of the object of his bounty in his will.

Principal and agent—Sale—Surreptitious dealing by agent of one principal with other principal — Avoidance of contract—Recovery of deposit.

Alexander v. Weblor, 1922, 1 K.B. 642. Bray J. The original plaintiff in this action agreed to buy from the defendants a motor car for £2250., subject to an examination by his chauffeur. He paid a deposit of £250. Later he wrongfully repudiated the contract, and would have failed in his action to recover the deposit. During the pendency of the action he died. His executors, who were substituted as plaintiffs, discovered that the defendants had promised the chauffeur a share of the profit if his employer bought the car. It was held that even although the original plaintiff had repudiated the contract before the fraud was discovered, yet the principle laid down by James, L. J. in *Panama and South Pacific Telegraph Co. v. India Rubber L.R.* 10 Ch. 515, 526, applied, viz. "that any surreptitious dealing between one principal and the agent of the other principal is a fraud on such other principle, cognizable in this Court. That I take to be a clear proposition, and I take it, according to my view, to be equally clear that the defrauded principal if he comes in time, is entitled, at his option, to have the contract rescinded, or, if he elects not to have it rescinded, to have such other adequate relief as the Court may think right to give him." The plaintiff recovered his deposit.

Arbitration—Right of each party to be present at hearing of other party.

W. Ramsden and Company Limited v. Jacobs, 1922, 1 K.B. 640. Bray J. In an arbitration held under an arbitration clause in a contract respecting the sale of goods the arbitrators obtained written statements from the parties, then asked them separately to state their cases, each in the absence of the others. On a motion to set aside the award, it was held that this procedure was absolutely wrong, and that even although no objection was made at the time, the award must be set aside.