

PRINCIPAL AND AGENT—SALE OF AGENT'S OWN PROPERTY TO PRINCIPAL—NON-DISCLOSURE OF INTEREST.

*Cavendish v. Fenn*, 12 App. Cas. 653, was an application by a shareholder of a company in liquidation to compel a director to account for alleged breach of trust, on the ground that the director had allowed the company to purchase a property in which he had an interest, and at a price far exceeding the alleged value. The application, in the opinion of the House of Lords, failed on the evidence, and on this ground the decision of the Court of Appeal (29 Chy. D. 795) was affirmed by their Lordships; and their Lordships further considered that it was doubtful whether the appellant, whose shares were fully paid up, and who failed to show that he would have any pecuniary interest in the result, had in any case any right to invoke the assistance of the Court.

SHIP—MASTER—BILL OF LADING—ERROR IN DATE OF SHIPMENT, LIABILITY OF MASTER FOR.

The short point decided by the House of Lords in *Stunmore v. Breen*, 12 App. Cas. 698, was, that the employment of a ship's broker at a foreign port to procure a cargo and adjust terms for its carriage does not give the broker any implied power to relieve the master, when signing the bills of lading presented to him, from seeing that the dates of shipment are correctly stated therein; and that for breach of this duty the master is, notwithstanding the employment of the broker, liable to the owners. The Lords reversed the Court of Appeal and restored the judgment of the Divisional Court.

TRUSTEE—INVESTMENT—HAZARDOUS SECURITY.

*Learoyd v. Whitley*, 12 App. Cas. 727, was an appeal from the Court of Appeal in the case *In re Whitley & Whitley v. Learoyd*, 33 Chy. D. 347, noted *ante* vol. 23, p. 29. Trustees invested the trust fund on a mortgage of a brickfield, with buildings and machinery and plant affixed to the soil, being advised by competent valuers that the property was a good security for the amount invested, such valuation being based on the business being a going concern. The business came to an end, the property depreciated in value, and the money invested could not be realized from the security. The Lords held the trustees liable to make good the loss, on the ground that the security was in fact a speculative trading venture, the propriety of investing in which the trustees were bound to exercise their own judgment upon, and could not delegate to others; and though they had acted *bona fide*, they were nevertheless liable.

ARBITRATION—MISTAKE OF ARBITRATOR IN LAW—REVOCATION OF SUBMISSION—JURISDICTION OF COURT TO GIVE LEAVE TO REVOKE SUBMISSION.

*East and West India Dock Co. v. Kirk*, 12 App. Cas. 738. In this case a reference was pending between the parties in respect to matters in difference which arose in the execution of a contract, which by the terms of the contract were required to be referred to an arbitrator. The arbitrator received evidence