

p. 583). By an agreement entered into between the plaintiff and defendants, a limited company, it was agreed that the plaintiff should be the managing director of the company so long as he should retain the necessary qualification and efficiently discharge his duties. The articles of association provided that the board of directors might appoint a managing director and might from time to time revoke any such appointment. Assuming to act under the latter power the board of directors revoked the plaintiff's appointment; but the plaintiff still had the necessary qualification and was efficiently discharging his duties. Scrutton, J., held that they had no power to revoke the plaintiff's appointment contrary to the terms of the agreement they had made with him; and the Court of Appeal (Lord Reading, C.J., and Kennedy and Eady, L.JJ.) have now affirmed his decision, and have negatived the contention of the defendants that the agreement was ultra vires of the directors; and they held that the power to revoke the appointment of a managing director could only be exercised subject to the terms of the agreement they had made with the plaintiff.

SEDUCTION — MASTER AND SERVANT — SEDUCTION OF WIFE'S ADOPTED DAUGHTER — HOUSEHOLD SERVICES RENDERED BY ADOPTED DAUGHTER — ACTION BY WIFE FOR SEDUCTION OF ADOPTED DAUGHTER.

*Peters v. Jones* (1914) 2 K.B. 781. This was an action by a wife, residing with her husband, for the seduction of the plaintiff's adopted daughter. The adopted daughter was living as a member of the husband's household, and was supplied with clothes and money with the husband's money. The question was whether in these circumstances the plaintiff could maintain the action; and Avory, J., who tried it, held that as the action was founded on the legal fiction that a child living with the parent was a servant, so in the present case the adopted daughter while living as a member of the household of the husband must be deemed to be his servant and not the servant of his wife. The action therefore failed.

DOCK—CONTRACT FOR USE OF DOCK—EXEMPTION CLAUSE—DAMAGE TO SHIP ARISING FROM UNFITNESS OF BLOCKS PROVIDED BY DOCK OWNER—LIABILITY OF DOCK OWNER.

*Pyman S.S. Co. v. Hull & Barnsley Ry.* (1914) 2 K.B. 788. This was an action by ship owners against a dock company for