

motor cab and an omnibus, and joined the owners of both vehicles as defendants in an action to recover damages thereby sustained. He recovered judgment against the cab company, and the action was dismissed as against the omnibus company. Coleridge, J., who tried the action, ordered the cab company to pay the plaintiff's costs and also the costs which the plaintiff was ordered to pay the omnibus company: and it was held by the Court of Appeal (Williams, Kennedy, and Eady, L.JJ.) that he had a discretion so to do, although the cab company had not before action intimated any intention to throw the responsibility for the action on the omnibus company. Their Lordships hold that there is no rule that such intimation must have been given to justify such an order as to costs, and that the only question in such cases is whether it was a reasonable and proper course for the plaintiff to join both defendants in the action.

## Correspondence.

### CORPORATION LAW.

To the Editor CANADA LAW JOURNAL:—

SIR,—In a note on page 34 of "The Law of Associations Corporate and Unincorporate," by Herbert A. Smith, Oxford University Press, we are told that in the case of a corporation making an agreement *ultra vires*, it would seem that the other party has no remedy at all. It is submitted that this is not a correct statement of the law having regard to:—

(a) The rules relating to "tracing judgments."

(b) The cases of *Re Phoenix Life Assurance Company* (1862), 2 J. & H. 441, and *Flood v. Irish Provident Assurance Company, Limited*, 46 Irish Law Times, p. 214, in each of which it was held that the amount of certain premiums which had been paid in respect of policies, the issue of which was *ultra vires*, could be recovered. Viscount Haldane, L.C., in his judgment in *Sinclair v. Brougham* (1914), 30 Times Law Reports 315, refers to these two cases, but does not discuss them fully.

As regards liability for torts and crimes, some reference should have been made to *Oram v. Hutt* (1914), 1 Ch. 98, in which Lord Parker of Waddington, said: "It may well be that a corporation cannot commit the common law offence of maintenance . . .