STOCK EXCHANGE—MEMBER—RE-ELECTION—NATURALIZED BRITISH SUBJECT—OBJECTION OF ENEMY BIRTH—DISCRETION OF COMMITTEE.

Weinberger v. *Inglis* (1919) A.C. 606. This was an appeal to the House of Lords (Lord Birkenhead, L.C., and Lords Buckmaster, Atkinson, Parmoor and Wrenbury) from the decision of the Court of Appeal (1918) 1 Ch. 517. By the rules of the London Stock Exchange members have to be annually re-elected by a committee; the plaintiff who was of enemy birth; but a naturalized British subject, applied for re-election. His re-election was objected to on the ground of his enemy birth; he was called on and heard in answer to the objection, and after due consideration the committee refused to re-elect him. Of 107 members of enemy birth it appeared 50 were re-elected and 57 rejected. The plaintiff complained that in his case the committee had acted arbitrarily and capriciously, but the Court below thought that the committee had *bonâ fide* exercised its discretion, and that there was therefore no jurisdiction to interfere with its decision, and the House of Lords was of the like opinion.

EXPROPRIATION OF LAND FOR PUBLIC PURPOSES—OBJECTION BY OWNER THAT HIS LAND IS NOT NEEDED FOR PUBLIC PURPOSES.

Wijeyesekera v. *Festing* (1919) A.C. 646. This was an appeal from the Supreme Court of Ceylon, but the point decided is of general application. It is in effect this: that where under a statute appropriate proceedings are taken for the expropriation of land for public purposes, it is not open to the owner of the land in question to contend in any Court that it is not needed for public purposes.

BANKER—DRAFTS BY AGENT—CREDITING AMOUNT OF DRAFTS TO AGENT'S PRIVATE ACCOUNT—MISAPPLICATION OF TRUST FUND—MEASURE OF LIABILITY.

British America Elevator Co. v. *Bank of British North America* (1919) A.C. 658. This was an appeal from the Court of Appeal of Manitoba. The action was brought by the plaintiffs against the bank to recover moneys of the plaintiffs misapplied in the following circumstances: The plaintiffs were dealers in grain, and they had a purchasing agent named Youngberg at a place called Waldheim; his duty was to buy grain from farmers and give them tickets for the prices; these tickets on presentation were to be paid in currency. In order to enable Youngberg to meet these payments the plaintiffs arranged with the bank to furnish the necessary currency at a