

to the matter, and the latter has done well to seek information and opinions from well-informed quarters. When that information is made public, we think it will be seen that his views, so well and fully expressed in his speech in the Senate, meet the approval of the best judges. It is of so much importance that we shall return again to the subject. In the meantime the matter is laid before the profession, that their thought may be directed to it, and a full discussion is invited.

COMMENTS ON CURRENT ENGLISH DECISIONS.

The law reports for November comprise 25 Q.B.D., pp. 485-522; 15 P.D., pp. 185-188; 45 Chy.D., pp. 85-285; and 15 App. Cas., pp. 309-451.

COMPANY—DIRECTORS ACTING ULTRA VIRES—LIABILITY OF DIRECTOR FOR ILLEGAL ACTS OF CO-DIRECTORS—DAMAGE—REMOTENESS.

Culler v. The London & Suburban G. P. Building Society, 25 Q.B.D., 485, was an action by a director against a building society to recover a deposit, in which the company set up a counter-claim against the defendant for damages, (a) for losses sustained by the society by reason of the plaintiff having, as a director, been a party to the lending of the money of the society on insufficient security, and (b) for having also been a party to a resolution approving of the money of the society being lent on unauthorized securities. As to the first ground, the judge at the trial found that there had not been any dishonesty or culpable negligence on the part of the plaintiff, but at the most a mere error in judgment, and the defendants' counter-claim on this ground therefore failed. As to the other ground, the Court of Appeal (Lord Esher, M.R., Lindley and Lopes, L.JJ.) agreed with Mathew, J. (the judge at the trial), that the plaintiff was not liable, because though the resolution in question approved the principle of lending moneys on certain unauthorized securities, and, therefore, was clearly *ultra vires*, yet it was not the actual cause of the defendants' loss, which was occasioned by the subsequent action of other directors (to which the plaintiff was not a party) in authorizing the loans to be made pursuant to the previous resolution—and for this the plaintiff was not liable, as he was not a party to it. In short, in the judgment of the court, the resolution, to which the plaintiff was a party, did the defendants no harm; the damage was occasioned by acting upon it.

INN-KEEPER—LIEN ON GOODS OF GUEST—CREDIT GIVEN TO HUSBAND—LIEN ON SEPARATE PROPERTY OF WIFE.

Gordon v. Silber, 25 Q.B.D., 491, raises a new kind of question under the Married Woman's Property Act. A husband and wife go to an hotel, the landlord gives credit to the husband, but he becomes bankrupt and unable to pay the bill, and the landlord then claims a lien on the luggage of both husband and wife, but the latter claims that hers is exempt from liability because it is her separate property under the Act. Lopes, L.J., before whom the action was tried without a jury, while holding that the inn-keeper could not sue the wife for the amount remaining due to him because credit had been given to the husband alone, nevertheless held that he had a valid lien on her goods for the amount, by virtue of which he could retain them until he was paid.