CORPORATION—CONTRACT NOT UNDER SEAL—EXECUTED CONSIDERATION—WORK DONE AT REQUEST OF CORPORATION NECESSARY FOR PURPOSE FOR WHICH IT WAS CREATED—ACCEPTANCE OF WORK—IMPLIED CONTRACT TO PAY.

In *Douglass* v. *Rhyl Urban District Council* (1913) 2 Ch. 407, the plaintiff claimed to recover for work done for the defendants, a municipal corporation, at their request, as an engineer in making valuations and estimates, and which was necessary to be done for the purpose for which the corporation was created. The contract was not under seal, but the corporation had taken the benefit of the work done by the plaintiff though the scheme for which the work was done was ultimately abandoned. Joyce, J., held that the principle of the decision in *Lawford* v. *Billericay Council* (1903), 1 K.B. 772 (noted ante vol. 39, p. 463) applied, and that the plaintiff was entitled to recover on a *quantum meruit*.

STOCK EXCHANGE—CONTRACT—PRINCIPAL AND AGENT—RIGHT OF BROKER TO INDEMNITY.

In *Aston* v. *Kelsey* (1913) 3 K.B. 314, the plaintiff was a broker employed by the defendant to purchase shares in the stock market for the purpose of speculation, and sought to recover moneys expended by him in and about the purchase. The plaintiff lived at Harrogate and instructed brokers in London and Glasgow to buy the shares required. These brokers purchased the shares from jobbers and sent a note of the purchase to the plaintiff including their commission in the price, without mentioning how much it was, but stating the price to be net. The plaintiff then sent a similar note to the defendant and added a specified sum for his commission. The defendant claimed that the plaintiff in concealing the commission charged by the London and Glasgow brokers, had not acted as brokers, but as principal in buying the shares from them, and was, therefore, not entitled to indemnity from the defendant. Bailhache, J., who tried the case, was, on the facts, in favour of the plaintiff, but thought the case was governed by *Johnson* v. *Kearley* (1908), 2 K.B. 514. The Court of Appeal (Cozens-Hardy, M.R., and Hamilton, L.J., and Bray, J., however, reversed his decision (Cozens-Hardy, M.R., *dubitante*). The Court of Appeal being of the opinion that, on the facts, the cases were distin-