from the decision of the Court of Appeal (1912), 2 ch. 183 (noted ante vol. 48, p. 495). A building society, having unlimited powers of borrowing, had borrowed money and applied it in carrying on a banking business which was ultra vires. The society was ordered to be wound up, and a contest arose between the shareholders and the creditors who had deposited money with the society as bankers, as to the application of the assets. The House of Lords (Lord Haldane, L.C., and Lords Dunedin, Atkinson, Parker, and Sumner) agreed with the Court of Appeal that the power to borrow was limited to the proper objects of the society, and that the carrying on of a banking business was ultra vires of the society. Also that the depositors were not entitled to recover moneys paid by them on an ultra vires contract of loan, on the footing of money had and received. But they differed from that Court, and hold that after payment of the general creditors of the society, the assets which remained must, in part, be attributed to moneys which the depositors could follow as having been wrongfully employed by its agents in the banking business and therefore (subject to any application by any individual depositor or shareholder with a view to tracing his own money into any particular asset, and to the costs of the liquidation), the assets ought to be distributed pari passu, between the depositors and unadvanced shareholders, according to the amounts due them at the date of the winding-up order.

CONTRACT—COMBINATION OF TRADERS—RESTRAINT OF TRADE—PUBLIC POLICY—ILLEGALITY—EVIDENCE—PLEADING.

North Western Salt Co. v. Electrolytic Alkali Co. (1914) A.C. 461. This in view of the prevalence nowadays of trade combinations, is an important deliverance of the House of Lords on the subject. The plaintiff company was a combination of salt manufacturers, for the purpose of regulating and keeping up the price of salt. The members of the company (of whom the defendant company was not one) were entitled to be appointed distributors for the sale of salt on behalf of the plaintiff company. The defendants' company agreed to sell to the plaintiffs' company for four years 18,000 tons of salt per annum, at a fixed uniform price per ton, and undertook not to make any other salt for sale. They were to have the option of buying back the whole or part of the table salt included in the 18,000 tons, at the plaintiff company's current selling price, and were to be distributors on the same terms as the plaintiff company's other distributors. The defendant company, having sold salt in violation of their agreement, the