

law are that the agent must act with the strictest good faith towards his principal and for the principal's exclusive benefit. (See Jenk's Digest of English Civil Law, Vol. I, p. 231, No. 512) And if the acts of the agent amount to corruption for doing or not doing any act in relation with his principal's business, the consequences are both criminal (misdemeanour under Prevention of Corruption Act, 1906. VI Edw.) and civil (contract is void; Shipway v. Broadwood (1889) I Q. B. 369). The above section has been intended to embody the English principles in the matter: but it seems that the wording of section 378 is, as a fact, wide enough to allow the principal to examine the very circumstances of the case and to finally decide the best of his interest according as he is of opinion, or not, that the advantage granted to the agent has ended into a contract contrary to the principal's interests or not.

20th. October 1923.