

## The Legal News.

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Mr. Justice Hawkins, on Monday, Feb. 20, in *Wynn v. Lees*, delivered another judgment on the subject of bets, holding that a man who bets for a friend and wins must hand over the winnings. This decision of Mr. Justice Hawkins, the *Law Journal* observes, "is not so important as his celebrated decision in *Read v. Anderson*, which decided that a man who bets on commission, loses and pays, can recover what he has paid from his principal. The difficulty in *Read v. Anderson* was as to the effect of the defendant withdrawing his authority from the plaintiff before the plaintiff paid the money. No such difficulty exists when the winner is suing for a bet made on his behalf. When the case of *Read v. Anderson* came before the Court of Appeal, the Master of the Rolls differed from the majority of the judges, but in the case of *Bridger v. Savage*, 54 Law J. Rep. Q. B. 464, he agreed with his brethren that a commission agent who wins must pay his principal, and the contrary view which had been taken by Vice-Chancellor Stuart in a Chancery case was overruled. The Wagering Act may therefore be eliminated from the present question, which is simply a question of contract. Suppose a man were to say to his friend that he will give him all his winnings on horses on which he bets in his name. In that case his friend could not recover the winnings because there was no consideration for the promise. But if two men agree that one shall bet for the other, the contractual relation of principal and agent arises, although the agent has no commission. The agreement by the principal to pay losses is a sufficient consideration."

On the subject of street placards, which has called for the notice of the police authorities, a case mentioned in *Gibson's Law Notes* is of interest. An old lady in North Wales, finding the walls of the town in which she was living placarded over with bills representing

one of her own sex in a condition of extreme undress, tore the placards down with her parasol. The theatrical agent sued her for damages. She paid £1 into court, and the jury found that this was adequate compensation. The agent appealed to the Queen's Bench for a new trial. Baron Huddleston inspected the bills and refused the application. The jury, he said, were quite right. The placard 'would very readily convey the idea that it was indecent. Some of the figures called Nautch girls had scarcely any drapery at all.'

Lord Justice Bowen's translation of Virgil has been received with favour by the critics. To quote but one opinion—emanating, however, from no doubtful authority, the editor of the *Albany Law Journal*—the learned translator has caught and expressed the real Virgilian spirit, and restored 'the silver trumpet.' "His verses are as polished and limpid as those of his original. His rhythmical sense is perfect. He never is guilty of a false or ambiguous accent. His verses will endure the crucial test of reading aloud, under which so many fail. At the same time he has not sacrificed strength to polish; he has the same kind of strength which his original has. All his epithets are natural, vivid and picturesque." We give one brief extract to enable our readers to see the metre:—

### CORYDON TO ALERIS.

Beautiful one, come hither! For thee, look, nymphs  
of the glade  
Bring full baskets of lilies; and one fair Naiad has  
made—  
Gathering violets pale, and the poppies tall, by the  
way—  
Posies of scented anethus in flower, and daffodils gay;  
Then with casia twining the grasses sweet of the dells,  
Brightens with marigold yellow the bending hyacinth  
bells.  
Quince myself will bring with a down of delicate  
white,  
Chestnuts in which my love Amaryllis used to delight;  
Waxen plums shall be honored—the fruit thou  
lovest—as well.  
Ye too, boys, will I pluck, and the myrtles near ye  
that dwell  
Planted together, for sweetly beside each other ye  
smell.

*Eccl. II., 45-55 (p. 11.)*