authority to pay, such authority may be revoked at any time before payment is actually made, and that it was in fact revoked in the present case. Upon the evidence before me, I am of opinion, and find as a fact, that the defendant did not revoke the authority to pay; on the contrary by settling the rest of the account, he seems to me to have confirmed that authority to pay whatever bets were honestly made and lost on his account, and the correspondence satisfies me that he only desired to raise the question whether these particular bets were honestly made or not. Assuming however contrary to my opinion, that there was a revocation in fact, I am of opinion such revocation was inoperative in law. I am not aware that hitherto this point has been judicially decided, although it was shortly mooted in *Rosewarne* v. *Billing*, *ubi sup.* I think it right therefore to state my reasons for the conclusions to which I have arrived. As a general rule a principal is no doubt at liberty to revoke the authority of his agent at his mere pleasure. But there are exceptions to this rule, one of which is that when the authority conferred by the principal is coupled with an interest based on good consideration, it is in contemplation of law irrevocable; that is though it may be revoked in fact, that is to say by express words, such revocation is of no avail. In *Smart* v. *Saunders*, 5 C. B. 895, Wilde, C. J., said: "The result appears to be that where an agreement is entered into on a sufficient consideration, whereby an authority is given for the purpose of securing some benefit to the donee of the authority, such an authority is irrevocable." See also Story on Agency, §§ 476,477. In the present case the authority to pay the bets if lost was coupled with an interest; it was the plaintiff's security against any loss by reason of the obligation he had personally incurred on the faith of that authority to pay the bets if lost; the consideration for that authority was the taking upon himself that responsibility at the defendant's request. Previous to the making of the bets the authority to bet might beyond all doubt have been revoked, but the instant the bets were made, and the obligation to pay them if lost incurred, the authority to pay became, in my judgment, irrevocable in law. In other words the case may be stated thus: If a principal employs an agent to do a legal act, the doing of which may in the ordinary course of things put the agent under an absolute or contingent obligation to pay money to another, and at the same time gives him an authority if the obligation is incurred to discharge it at the principal's expense, the moment the agent on the faith of that authority does the act, and so incurs the liability, the authority ceases to be revocable. The cases of *Hampden* v. *Walsh*, 33 L. T. Rep. (N. S.), 852; 1 Q. B. Div. 189; 45 L. J. 238, Q. B., and *Diggle* v. *Higgs*, 37 L. T. Rep. (N. S.), 27; 2 Ex. Div. 422, were cited for the defendant in support of his contention that the authority to pay was revocable. These cases do not assist him; they were actions brought against stakeholders to recover back deposits on wagers, and the revocation of the authority to pay over to the winner was before the money was paid over; in each of those cases the stakeholders must be taken to have received the deposits subject to the legal obligation to return them to the depositors if demanded back before payment over. The stakeholder's authority in those cases was coupled with no interest, and his position was unaffected by the revocation. Those cases are therefore not like the present, and do not fall within the exception to the rule I have referred to. The opinion I have expressed as to the irrevocability of the authority to pay lost bets applies only to cases where the agent by the principal's authority makes the bets in his own name so as to be personally responsible for them. If an agent were simply to make bets in the name of his principal, I am far from saying that the principal might not repudiate authority to pay at any time before payment was actually made, for his non-payment of bets made for him, and in his name, would not render his agent liable as a defaulter or subject such agent to loss or obloquy. It is not necessary however to decide this point now. The plaintiff's case may also, as it seems to me, be supported on this ground, that if one man employs another to do a legal act, which in the ordinary course of things will involve the agent in obligations pecuniary or otherwise, a contract on the part of the employer to indemnify his agent is implied by law. See Story on Agency, §§ 337-340, and I think it signifies nothing that such obligation is not enforceable in a court of justice if the non-fulfillment of it would entail serious inconvenience or loss upon the agent,