day, as I cannot stand the messages being sent away after the race is over to say I am on. In haste, I remain, yours respectfully, J.Anderson." In reply to this letter the plaintiff wrote to defendant as follows:—"Dear Sir,—The reason you did not get your message about Elf King, S. Dance, and F. Archer mounts sooner was on account of so many messages being sent about the results of the Wokingham Handicap. The following bets I took for you. I inclose you the names: 100—800 Elf King; Jacob, A. 50—225 S. Dance; Robinson, J. 25—150 Valentino; Masterman." With this letter the plaintiff sent a detailed account of the various bets he had made for the defendant during the Ascot meeting, and of the amounts which he would have to receive from and pay to the defendant. In number there were between fifty and sixty, and the account showed that upon these the defendant's losses, including the bets in question, amounted to 1,420*l.* 0s 5. whilst his winnings were 705*l.* 17*s.* 4*d.* leaving a balance of 714*l.* 3*s.* 1*d.* to be paid by the defendant. The defendant in reply, on the 19th June inclosed a cheque for £539 3*s.* 1*d.*, as being the real balance due, and with regard to the difference, 175*l.*, wrote thus: "I cannot think about paying the other, as I have other people to please as well as myself, and paid for reply, and you say you received message ten minutes too late for first race, but you cannot give any excuse for not answering it until the next race was over. I am quite satisfied that had any of them won I should not have been on." Other correspondence followed, but is not material for the question I have to decide. On the settling day the plaintiff paid the three bets in question to the winners of them. Had he not done so he would have been a "defaulter" within the meaning of the 3d rule of Tattersall's new subscription room; and if upon complaint made to the committee of the room, the committee adjudged him to be so, his membership of the room would thereupon have ceased, and he would have been thenceforward excluded from it, and by the 50th of the rules of racing made by the jockey club, if he had been reported by such committee as being a defaulter in bets, he would until his default had been cleared, have been subject to certain disqualifications mentioned in rule 49 of the rules of racing as to entering and running horses. The consequences of becoming a defaulter would therefore have been very serious to the plaintiff. For the defendant it was contended, first, that the authority to make the bets in question was subject to an express condition that the defendant should be informed by the plaintiff, by telegram delivered at the telegraph office before the race was run, that he was "on;" that is, that the bets had been made on his behalf; secondly, that if there was no such express condition, there was an universal usage and custom importing a condition to that effect into every authority conveyed by telegram to back horses, when a reply was paid: and that inasmuch as no reply telegram was handed in by the plaintiff for the defendant until a quarter of an hour after the race was run, the defendant was entitled to repudiate the bets as he did by his letter. The defendant further insisted that the bets were wagering contracts; that he had never given any authority to the plaintiff to pay them, and even if he had, that authority was revoked before the money was actually paid. I am of opinion, and I find as a fact, that there was no such express condition, nor is there any such usage or custom as contended for. The payment for a reply to a telegram requesting the plaintiff to back the horses, no doubt was an intimation to the plaintiff that the defendant desired to be speedily informed of what had been or what was about to be done on his behalf; but it did not constitute a condition to the plaintiff's authority to make the bets. As a matter of fact, where it can be done, a message in reply is no doubt usually handed in at the office before the race, but no universal custom or usage was established before me making it imperative upon the commission agent to do this as a condition to his binding his customer. Long and unreasonable delay in replying until after the race is run, and the event known, might under certain circumstances afford strong ground for suspecting that in fact the agent did not make the bets on behalf of his customer, and was fraudulently attempting to saddle him with the loss. There is however no evidence before me to justify such an imputation in the present case. It was clearly established to my satisfaction that the bets were made *bona fide* by the plaintiff for the defendant, in pursuance of the telegram, and that the plaintiff paid those bets in discharge of his liability to the persons with whom