

be found guilty of an indecent assault. The court (Lord Coleridge, C.J., and Hawkins, Cave, Day, and Collins, JJ.) were unanimously of the opinion that he could. Hawkins and Cave, JJ., thought that he might also be convicted of an attempt to commit the felony created by 48 & 49 Vict., c. 69, s. 4 (see R.S.C., c. 162, s. 39; and Criminal Code, 1892, s. 269). Lord Coleridge, C.J., expressed a contrary opinion, but these are mere *obiter dicta*.

PRINCIPAL AND AGENT—LIABILITY OF PRINCIPAL—UNDISCLOSED PRINCIPAL—
UNAUTHORIZED ACTS OF AGENT, PRINCIPAL, WHEN BOUND BY.

Watteau v. Fenwick, (1893) 1 Q.B. 346, is a case in which the plaintiff sued the defendant as undisclosed principal on a contract made with his agent. The contract in question was the purchase of certain goods for the business the agent was carrying on, and which the agent was expressly instructed by his principals not to buy. The goods were sold to the agent in ignorance of his being an agent, and upon his own credit; but the Divisional Court (Lord Coleridge, C.J., and Wills, J.) held that the goods in question being such as would be ordinarily purchased for such a business as the agent was carrying on, his principals were liable.

PRINCIPAL AND AGENT—SALE OF REAL PROPERTY—DEPOSIT ON SALE PAID TO
VENDOR'S SOLICITOR—SOLICITOR OF VENDOR, LIABILITY OF, FOR DEPOSIT—
DEPOSIT, ACTION TO RECOVER.

In *Ellis Goulton*, (1893) 1 Q.B. 350, the plaintiff had entered into a contract for the purchase of certain real estate, and had paid a deposit of the purchase money to the defendant Jackson, who was the vendor's solicitor. The sale having fallen through, the plaintiff became entitled to a return of his deposit, and sued both the vendor and the defendant Jackson therefor. The learned judge who tried the case (whose name is not mentioned in the report) ruled at the trial that the defendant Jackson was liable because he failed to show either that he had paid the deposit to his client, the vendor, or had, by his direction, expended it on his behalf. The Court of Appeal (Lord Esher, M.R., and Bowen and Smith, L.JJ.) were, however, unanimous that the defendant Jackson was not in any way liable to the plaintiff, that he was neither agent, trustee, nor stakeholder for him, but that he had received the money as agent for the vendor, and was only liable to him therefor. We may note that in the case of sale by the court a different rule prevails, and that a solicitor of a vendor who receives the