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WAGERING CONTRACTS.

In the recent case of *Irwin v. Williar* the Supreme Court of the United States pronounced on the question of contracts to deliver at a future day. It was held that a contract for the sale of goods to be delivered is valid, even though the seller has not the goods, nor any other means of getting them than to go into the market and buy them; but such a contract is only valid when the parties really intend and agree that the goods are to be delivered by the sellers, and the price to be paid by the buyer. If under guise of such a contract, the real intention is merely to speculate in the rise or fall of prices, and the goods are not to be delivered, but one party is to pay to the other the difference between the contract price and the market price of the goods at the date fixed for executing the contract, then the whole transaction constitutes nothing more than a wager, and is null and void.

As to the position of the broker it was held that when the broker is privy to the unlawful design of the parties, and brings them together for the very purpose of entering into an illegal agreement, he cannot recover for services rendered or losses incurred by himself, on behalf of either, in forwarding the transaction. Compare *Fenwick v. Ansell*, 5 L. N. 290; *Allison v. Macdougall*, 6 L. N. 93.

WELDON v. WINSLOW.

Mrs. Weldon, whose suit against her husband was noticed on page 101 of this volume, has gained a victory over the doctor of the asylum who certified the fact of her insanity. The case is of interest, as it shows how jealously the judges of England regard the slightest interference of an unlawful character with the liberty of the person. Mrs. Weldon sued Dr. Forbes Winslow for entering, on the 13th April, 1878, a house where she resided and committing an assault upon her in attempting to confine her as a lunatic,

and also for libel, the libel being in a letter to her husband on the same day, in which he wrote, "I have seen Mrs. Weldon, and deem it my duty to inform you that it is imperative that immediate steps to secure her should be taken." The defendant, as to the alleged assault, set up an order upon certain certificates under the Lunacy Statutes for her seclusion as a lunatic; and as to the alleged libel he pleaded that the occasion was privileged, and that the letter was written without malice and in the discharge of his duty. The case was tried at great length before Baron Huddleston, and the learned Judge held that the order, coupled with the certificates of medical men, protected those who acted under them in entering the house and attempting to take Mrs. Weldon, and that as to the libel it was privileged, there being no evidence to show that it was written maliciously or from an improper motive, and so he directed a nonsuit or verdict for the defendant.

The plaintiff, Mrs. Weldon, then applied for a new trial on the ground of misdirection. The main question arose upon the count for libel, viz., whether there was any evidence of improper motive to take away the privilege arising from the occasion. Mr. Justice Manisty, in the Queen's Bench Division, remarked that the case was one of the most important that had come into Court for many years. It was a case involving the liberty of the person under the most extraordinary circumstances.

Mr. and Mrs. Weldon were married in 1860. In 1871 they went to reside in Tavistock-house, and continued to reside there until July, 1875, when they separated, the husband allowing the wife to remain at Tavistock-house, with £1,000 a year. The lady continued to reside there, doing nothing to annoy any one, and being in no sense dangerous to any one, though, perhaps, entertaining some strange notions or delusions. At one time she went over to Paris with a number of orphan children whom she was having instructed in singing. In April, 1878, when she returned suddenly, she found persons in her house of whom she had to get rid. Soon after her return proceedings were taken to have her confined as a lunatic. Mr. Weldon, her