

The Legal News.

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IMPLIED CONTRACT TO PAY AGENT AUTHORIZED TO BET NOT WAGERING.

ENGLISH HIGH COURT OF JUSTICE,
QUEEN'S BENCH DIVISION,
NOVEMBER 15, 1882.

REED v. ANDERSON, 48 L. T. Rep. N. S. 474.

Where a person authorizes another to bet for him in the agent's own name, an implied request to pay if the bet be lost is involved in that authority; and the moment the bet is made and the obligation to pay if lost incurred, the authority to pay (if coupled with an interest based on good consideration) becomes irrevocable in law; and it is immaterial that such obligation is not enforceable by process of law, if the non-fulfillment of it would entail serious inconvenience or loss upon the agent.

Action to recover moneys paid to winners on bets made by plaintiff for defendant. The opinion states the facts.

HAWKINS, J. This action was brought to recover £175, the amount of three bets made by the plaintiff in his own name at the request of and for the defendant, and paid by the plaintiff to the winners thereof. The plaintiff is a turf commission agent, and a member of Tattersall's subscription room. The defendant is a licensed victualler at South Shields. According to well-established usage, known to the defendant, a turf commission agent, instructed by an employer to back a horse, backs it in his own name, and becomes himself alone responsible to the layer of the odds, or the person with whom the bet is made; and on the settling day after the event, he receives or pays, as the case may be, rendering his own account to his employer, paying to or receiving from him the balance of moneys won or lost. For some time before the Ascot meeting, 1881, the plaintiff had according to such usage, been in the habit of backing horses for the defendant, of receiving bets won, paying bets lost, sending accounts to the defendant, and paying to or receiving from him the balances thereof. On the Friday of the Ascot meeting (17th June, 1881), the plaintiff being at Ascot received from the defendant a tele-

gram to this effect. "Put me fifty on Limestone, first race; pony all Archer's mounts; fifty Sword Dance, hundred Elf King, Wokingham; hundred Red Rag filly, Castle Stakes. Reply." This telegram, though handed in at South Shields at 12.8 p. m., and received at Ascot at 1.29 p. m., did not reach the plaintiff until 1.40 p. m., at which time the first race for the day, in which Limestone ran, was over, that race having been run at half-past one; for that race, therefore, Limestone could not be backed. The second race of the day was the Wokingham Stakes, which was set down for two o'clock. For that race Sword Dance and Elf King, mentioned in the telegram, and Valentino, ridden by F. Archer, were entered; the plaintiff accordingly, acting on the telegram, backed in his own name Elf King for 100*l.*; Sword Dance for 50*l.*, and Valentino (as one of Archer's mounts) for 25*l.* Neither of these horses won; the consequence was that these bets, to the amount of 175*l.*, the subject of the present action, were lost. At 2.15 p. m., the plaintiff handed in at the telegraph office at Ascot the following message to the defendant: "Nothing done Limestone or Archer's mounts the first race—your message came ten minutes after the race." In this message, which was not delivered to defendant until 3.14 p. m., it will be observed nothing is said about the second race; but at 3.5 p. m., the plaintiff telegraphed the result of that race to defendant in these terms: "Your message received; Viridis won." This was evidently a mistake, for no such animal as Viridis ran in the race. The Wokingham was won by a colt by St. Albans out of Viridis. The mistake however is immaterial. This message was not received at South Shields until 3.35 p. m., and then defendant had received information by telegram from another person of the result of the first two races. On the evening of the same day the defendant repudiated these bets and all liability in respect of them by the following letter to the plaintiff:—"Exchange Vaults, South Shields, 17th June, 1881.—Mr. Read,—I find your message was not handed in before the race for the Wokingham Stakes; I had the result of the race ten minutes before I received your reply. I enclose you the message, which please return to me; they were both handed in at 2.15, that being fifteen minutes after the order of running; so I shall consider I am not on anything for two first races to