the recent cases of *Jenkins* v. *The Central Ontario*, 4 O. R. 593, wherein it was held that the expropriation clauses of the General Railway Act, enabled railway companies to acquire the fee of the land, in this country, and not merely the right of way, as may be the case in England. Sec. 2 now provides that "The Company shall not be entitled to any mines of iron, slate, or other minerals under any land purchased by them except only such parts thereof as shall be necessary to be dug or carried away, or used in the construction of the works, unless the same shall have been expressly purchased; and all such mines, excepting as aforesaid, shall be deemed to be excepted out of the conveyance of such lands, unless named therein and conveyed thereby." The remainder of the act is taken up with provisions relating to the working of the mines.

Chapter 32 is the Municipal Amendment Act, 1884, but its enactments do not require to be specially called attention to here. Sec. 13 may, however, be referred to as containing several alterations in the provisions of the Consolidated Municipal Act, 1883, 46 Vic. c. 18, s. 496, relating to the matters in respect to which by-laws may be passed.

Chapter 39, an Act for the protection of persons employed in factories is a matter of philanthropic rather than legal interest.

## SELECTIONS.

### *WARRANTIES BY AGENTS IN SALES.*

The subject of implied powers of agents is always an interesting one. The late English decision in *Brooks* v. *Hassall*,* to the effect that a servant entrusted with the sale of a horse at a fair is authorized to warrant his soundness, re-opens the much agitated question as to the authority of agents to warrant their principle's goods. The leading case upon the subject of horse sales is *Brady* v. *Todd*,† in which a distinction is attempted to be drawn between sales in which the power to warrant is implied, and those where it can not exist without express authority. It was held that the agent of a private owner entrusted to sell and deliver a horse on one particular occasion, is not by law authorized to bind his master by a warranty; and that the buyer who takes a warranty from such an agent takes it at the risk of being able to prove that he had the principal's authority. It had been held in *Howard* v. *Sheard*,‡ that the agent of a horse-dealer has implied authority to make a warranty; and the purchaser's right to sue is not affected by the fact that the servant was expressly forbidden to warrant the horse.

The distinction is based upon the theory that when one engages in trade, and commissions another to act for him, he thereby clothes such general agent with power to act as he himself would probably act in the like case; and since it is customary to warrant property sold in the ordinary course of trade to be sound, when a sound price is paid, the purchaser may assume that the agent has authority to so warrant. But where the servant is authorized to act in one particular instance for one who is seeking to dispose of a horse theretofore employed by him for his private purposes,

* Reported in 49 L. T. (N. S.) 569; 18 Cent. L. J. 118. See Alexander *v.* Gibson, 2 Camp. 555, in which the same doctrine is maintained by Lord Ellenborough. See also Helyear *v.* Hawke, 5 Esp. 72; Fenn *v.* Harrison, 3 T. R. 760, 761.

† 9 C. B. (N. S.) 592.

‡ L. R. 2 C. P. 148.