

RECENT ENGLISH DECISIONS.

Bowen, L. J., at p. 782:—"It is true that this is a transaction between a principal and an agent; there is a delegation of power to the agent; there is a mandate to the agent; and, subject to certain exceptions, a principal it is said may revoke a mandate which he has given. But there is something in this transaction beyond a mere mandate given or power delegated to an agent. There is a contract of employment between the principal and the agent, which expressly or by implication regulates their relations, and if as part of this contract the principal has expressly or impliedly bargained not to revoke the authority and to indemnify the agent for acting in the ordinary course of his trade and business, he cannot be allowed to break his contract. What was the contract or bargain?" His lordship then refers to the circumstances of the case indicated above and continues: "What is the inference of fact to be drawn as to the true bargain between them? . . . As an inference of fact, it seems to me that it was well understood to be part of the bargain that the principal should recoup his agent, and should not revoke the authority to pay, but should indemnify the agent against all payments made in the regular course of business. . . . There is a great deal of apparent difficulty in this case, because the action relates to betting and wagering; but the contract sued on by the plaintiff is not a wagering contract."

APPELLATE COURT—FINDING OF FACT BY JUDGE.

There is also a *dictum* of Brett, M. R. in this case which it may be well to call attention to. "The learned judge," he says, at p. 781, "has found many of the questions in dispute as questions of fact, and it seems to have been thought that the Court of Appeal cannot dispute his findings; but the Court of Appeal is not bound by the findings of fact by a judge who tries a case without a jury."

MARRIED WOMAN—ACTION FOR TORT—47 VICT. c. 19 s. 2, SUB-SEC. 2.

Of the next case, *Weldon v. Winslow*, p. 784, it may be said briefly that it decides that by virtue of the section of the English Married Women's Property Act, 1882, which corresponds to sec. 2, sub-sec. 2 of our Married Women's Property Act, 1884, a married woman can be sued alone for a tort committed before the coming into operation of the Act. It was argued that this was giving the statute a retrospective operation, and affected the husband's right to reduce the damages recovered into possession. But it is pointed out in the judgments that the action was for a personal injury done to the plaintiff, and that according to the law of England the action was always the action of the wife, subject to the right of the defendant to insist on having the husband joined; and the objection as to damages, which the section declares shall be "her separate property," is met in a way indicated by the following passage in the judgment of Bowen, L. J.:—"It is not desirable to affect vested rights, but the words of the section seem to me to alter the capacity of the wife for purposes of procedure rather than to deal with the right of the husband, at least, until we come to the provision as to damages, and considering even that provision, I think the words fall rather on the side of the line of statutes dealing with procedure rather than of statutes affecting vested rights." It may seem a little difficult, however, to understand how it can be said that if such is the force of the section it does not amount to an interference with vested rights, if damages are thereby made the separate property of the wife, which would otherwise be capable to being reduced into possession by the husband and so becoming his property. And Fry, L. J., though he concurs with the other judges, says:—"I am not insensible to the difficulty of holding that the Act has made damages which before the