

come insane, and acting on the original instructions, entered an appearance for the defendant, and pleadings were delivered, and various interlocutory proceedings took place. After notice of trial had been given, the solicitors for the first time discovered that the defendant had become of unsound mind, and informed the plaintiff. The latter took out a summons for an order that the appearance and all subsequent proceedings should be struck out and that the solicitors should pay the plaintiff's costs. The Court of Appeal held that the plaintiffs were entitled to such costs on the ground that a person who professes to act as an agent, impliedly contracts that he has authority and is liable for a breach of that implied contract, even though the facts are that he originally had authority but that his authority has come to an end (the lunacy, of course, determined the authority) by reason of facts of which he has no knowledge or means of knowledge.—This is truly a startling decision, and one which affects solicitors not a little. It will be necessary for them in future to get express instructions periodically, apparently, throughout the course of an action, to make sure that their authority has not been in any way determined, otherwise they may find themselves landed in costs. Nay, further, may we not say that, strictly speaking, to be absolutely safe the solicitor should, when receiving instructions, stipulate for a medical examination of his client in order to be quite certain of the latter's sanity!

The old case of *Smout v. Ilbery*, 12 L.J. Ex. 357, which was followed as recently as 1900 in *Salton v. New Beeston Cycle Co.*, (1900), 1 Ch. 43, has long been considered as an authority for the proposition that when a principal gives an agent a continuing authority to make contracts for him, and the agent continues to act after the revocation of the authority but without knowledge of its revocation, the agent incurs no liability towards any person with whom he has made any such contract. This cannot now be considered good law. In fact Buckley, L.J., in his judgment sums up the law as follows:—"The liability of the person who professes to act as agent arises (a) if he has been