

of such arrangement the prosecutors supplied food and lodging to the soldiers for a considerable time, and they now applied to the Court for a mandamus to the county council to compel them to pay the expense they had thus incurred, the account being duly certified by the magistrates. The Court came to the conclusion that the application could not succeed, on the ground that there was no liability on the part of the county to pay for the maintenance of troops under such circumstances, and that the expense must be borne by the Crown.

**PRINCIPAL AND AGENT.** CONTRACT BY AGENT FOR HIS OWN BENEFIT IN NAME OF PRINCIPAL.—RATIFICATION OF CONTRACT BY PRINCIPAL.

*In re Tidemann & Ledermann* (1899) 2 Q.B. 66, was a case stated by an arbitrator. The question raised was whether Tidemann, the claimant, was entitled to damages against Ledermann and two others for breach of their contracts for the sale of wheat made by one Vilmar in the name of Tidemann, and which he had subsequently, at Vilmar's request, expressly ratified, but which Vilmar originally intended to be for his own benefit. The contracts were made by Vilmar in the name of Tidemann because the defendants had refused to deal with Vilmar individually in consequence of previous unsatisfactory dealings. After the contract was made, and in June, 1898 the market fell, and the defendants, suspecting Vilmar had made the contracts with them on his own behalf, refused to carry them out, whereupon Tidemann, at Vilmar's request, on 22 July, 1898, ratified the contracts and forwarded the wheat for tender to them, defendants, which they refused to accept, and the question stated for the opinion of the Court was whether on the facts above stated Tidemann could in July, 1898, validly ratify the contracts so as to bind the defendants. This question the Divisional Court (Darling and Channell, JJ.) answered affirmatively being of opinion that the claimant could validly ratify the contract notwithstanding previous repudiation of it by the defendants, considering this point covered by *Bolton v. Lambert*, 41 Ch. D. 295; they also held that it was immaterial that Vilmar originally intended to get the benefit of the contracts personally.

**NEGLIGENCE**—PUBLIC BODY—CONTRACT TO EXECUTE WORKS FOR PUBLIC BODY—LIABILITY OF EMPLOYER FOR NEGLIGENCE OF CONTRACTOR—PAYMENT INTO COURT BY CO-DEFENDANT.

In *Penny v. Wimbledon Council* (1899) 2 Q.B. 72, the Court of Appeal (Smith, Williams and Romer, L.JJ.) have unanimously