

# Canada Law Journal.

VOL. XXI.

FEBRUARY 1, 1885.

No. 3.

## DIARY FOR FEBRUARY.

1. Sun.....*Septuagesima Sunday.*
2. Mon.....Hilary Sittings of Com. Law Divisions, H. C. J.,  
begin.
7. Sat .....Hagarty, C.J., C.P., sworn in, 1856.
8. Sun.....*Sexagesima Sunday.*
11. Wed.....Lord Sydenham, Gov.-Gen. of Canada, 1840.
14. Sat.....Hilary Sittings of Com. Law Divisions, H. C. J.,  
ends.

TORONTO, FEBRUARY 1, 1885.

WE publish in another column a very interesting letter from a correspondent in New York as to the legal profession there, and as to how far it can be said to be a good opening for aspiring Canadians. We recommend it especially to the perusal of law students. There is a large crop of them gathered in this year, and as Canadians are very properly highly appreciated in the United States some of them might do well to think over the information given.

WE accidentally heard the other day such an excellent, though indirect compliment paid to the Chancellor, that we cannot resist repeating it for the benefit of our readers. Two of the shorthand reporters were wrangling as to which of them should go on the Eastern Circuit of the Chancery Division. "Why," said a bystander, "what difference does it make to you, which of you goes the Eastern Circuit?" "That's all you know about it," replied the reporters, "the Chancellor's going the Eastern Circuit, and that means a day and a-half's work each day, and no copies of evidence wanted."

## RECENT ENGLISH DECISIONS.

PROCEEDING to consider the December number of the Q. B. D., vol 13, pp. 693-878, the first part of it will be found to consist chiefly of bankruptcy cases, and there is nothing which appears to require noting here until *Read v. Anderson*, at p. 779, is reached.

### PRINCIPAL AND AGENT—REVOCATION OF AUTHORITY.

This case illustrates the effect which the fact that a revocation of the authority of an agent by his principal may involve the agent, though not in any legal liability, yet in loss of business and great inconvenience, may have as evidence that it was a part of the contract of employment between the principal and the agent, that the authority of the agent should not be revoked under the given circumstances. In this case the plaintiff was a betting agent, and made bets at the request of the defendant, who gave him authority to pay and receive money, but in his own name; and after the bets had been made and lost, the defendant revoked the authority to pay them. The question was whether he had the right so to revoke. Of course the revocation did not involve the agent in any legal liability for the lost bets, because the payment of bets cannot be enforced by law; but it was shown that if the agent failed to pay the bets, he would be unable afterwards to pursue, what Brett, M. R., calls his "objectionable business" as a betting agent. Under these circumstances the majority of the Court of Appeal held the authority to pay could not be revoked. The reasoning of the judgments appears from the following passage in the judgment of