

company, I am unable to see that there was any evidence that Dent had authority, express or implied, from the company to prosecute or arrest. His powers and duties as agent for the company are set forth in the printed agreement of employment between them dated the 15th January, 1910, and which is in the same form as the original agreement between the plaintiff and the company, except that the agreement with Dent contains a provision that he should employ a reasonable number of salesmen, whose contracts would be made with the company; that he (Dent) was to instruct these salesmen and give them assistance in doing their work, and be held responsible by the company for their acts and for any charge-backs or advances which might be made in their accounts, or which the company would be unable to collect from the salesmen, as well as for scales and other goods which might be in their hands. The company were also to keep the accounts with the salesmen, and payments to them were to be made direct by the company. . . .

[Reference to *Bank of New South Wales v. Owston*, 4 App. Cas. 270.]

Authority may be implied in cases of emergency, when the exigency of the occasion requires it; but authority in such a case is a limited one; and, before it can arise, a state of facts must exist shewing that such exigency is present, or from which it may reasonably be supposed to be present.

In the present case there is no evidence whatever of the existence of any such emergency or exigency. Many months had elapsed between the commission of the act for which the plaintiff was prosecuted and the time of the arrest; and, for nearly all that period, Dent had knowledge of what had taken place. For a considerable time prior to the arrest, the plaintiff was employed in and around Ottawa, and there were no circumstances or conditions to necessitate immediate action in order to preserve or protect the company's property or interests, or from which it might be inferred that the opportunity to arrest the accused might be lost if the necessary time were taken to refer the matter to the company. There is nothing from which an inference of special authority could be drawn.

We are then to consider whether Dent had authority, either expressly or within the general scope of his employment. There is an absence of evidence of any express authority from the company to prosecute the plaintiff, or to prosecute any other person, in respect of any dealings or transactions with the company, or indicating that the company had knowledge that a prosecution was about to take place or was being carried on, or that Dent contemplated a prosecution; nor is there any evidence that the company approved, ratified, or condoned Dent's action.