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AGENCY—LIABILITY OF AGENT FOR CONTRACT IN HIS OWN NAME FOR PRINCIPAL.

ENGLISH HIGH COURT OF JUSTICE, EX-
CHEQUER DIVISION, FEBRUARY 27, 1879.

OGDEN v. HALL.

The defendant, an ironfounder and machinist at Bury, having set up some mill machinery at Roanne, in France, for a French mill-owner there, was requested by him to engage an overlooker to manage the machinery, and accordingly, on the 7th of December, 1876, a written agreement was drawn up and signed by the defendant and plaintiff, at Bury, in the following terms: "I hereby agree, on behalf of M. B. P., Roanne, France, to engage Mr. Amos Ogden (the plaintiff), overlooker, at the rate of 4*l.* per week, with travelling expenses there and back. The sum of 30*s.* per week to be paid to his wife every fourteen days. (Signed) Robert Hall, (the defendant) per J. H. Hall, Amos Ogden." Thereupon the plaintiff proceeded to Roanne, receiving 10*l.* at starting from the defendant, and entered on his duties as overlooker at the mill there, and continued there in that capacity till the middle of October, 1877, when, in consequence of a misunderstanding with M. B. P., the French mill-owner, he left and returned to England. During the plaintiff's stay in France the 30*s.* was paid to his wife every fortnight by the defendant at Bury, and upon his leaving France a sum of 12*l.* was paid to him by the defendant's agent at Roanne to enable him to return to England. The remainder of his wages under the contract, except a balance of some 17*l.*, was regularly paid to him from time to time by the French mill-owner. For this balance he now sued the defendant.

Held (dissentiente Kelly, C. B.), by Huddleston and Pollock, BB., giving judgment for the defendant, that the case was governed by the decision of the Court of Appeal in *Gadd v. Houghton*, 35 L.T. Rep. (N. S.) 222; L. Rep., 1 Ex. Div. 357; 46 L. J. Ex. 71, there being no distinction between the words "on account of" in that case, and "on behalf of" in the present one; and that these words being in the body of the contract it was immaterial that the defendant signed the document in his own name without qualification, and he did not thereby render himself personally liable.

The plaintiff in this action sued the defendant in the Salford Hundred Court for moneys payable to him by the defendant for work and services done and rendered by the plaintiff as the

hired servant of the defendant, and otherwise for the defendant, at his request, and for wages due to the plaintiff in respect thereof, and for travelling and other expenses paid and disbursed by the plaintiff during such service, and for money due on accounts stated.

The facts of the case were, that the plaintiff was an overlooker in a mill, and the defendant an ironfounder and machinist at Bury, and that in the latter part of the year 1876 the defendant set up some machinery at a mill at Roanne, in France, for M. Beluze Pottier, and that after it was set up Beluze Pottier requested the defendant to engage some person to act as an overlooker and to manage the machinery for him at his mill at Roanne. Accordingly on the 7th of December, 1876, the defendant engaged the plaintiff upon the terms contained in the following agreement:

HOPE FOUNDRY, Bury, Dec. 7, 1876.

I hereby agree, on behalf of M. Beluze Pottier, Roanne, Loire, France, to engage Mr. Amos Ogden, overlooker, at the rate of 4*l.* per week, with travelling expenses there and back. The sum of 1*l.* 10*s.* per week to be paid to his wife every fourteen days.

(Signed) ROBERT HALL,

Per JOHN HALL.

(Signed) AMOS OGDEN.

The verdict was entered for the plaintiff, leave to move being given. The question was whether the defendant was personally liable.

R. H. Collins having obtained a rule.

Crompton, for plaintiff, showed cause, citing and referring to *Gadd v. Houghton*, 35 L. T. Rep. (N. S.) 228; L. Rep., 1 Ex. Div. 357; 4 L. J. 71 Ex.; *Parker v. Winlow*, 7 E. & B. 942, p. 947; 27 L. J. 49, Q. B., note to *Thomson v. Davenport*, 2 Sm. L. C. (6th ed.) 438, 7th ed. 384; *Tanner v. Christian*, 4 E. & B. 591; 24 L. J. 91, Q. B.; *Paice v. Walker*, 22 L. T. Rep. (N. S.) 547; L. Rep., 5 Ex. 173; 39 L. J. 109, Ex.; *Lennard v. Robinson*, 5 Ell. & B. 125; 24 L. J. 275, Q. B.; *Deslandes v. Gregory*, 2 L. T. Rep. (N. S.) 634; 2 El. & El. 602; 30 L. J. 36, Q. B.

R. Henn Collins, for defendant, *contra*, cited *Gadd v. Houghton*, *supra*; *Armstrong v. Stokes*, 26 L. T. Rep. (N. S.) 872; L. Rep., 7 Q. B. 598; *Southwell v. Bowditch*, 34 L. T. Rep. (N. S.) 133; L. Rep., 1 C. P. Div. 100, 374; 45 L. J. 374, 630, Q. B.