Legal.

Liability of Principal for Unauthorized Acts of Agents.

The Chicago *Industrial World* says:—We have been requested to publish the following notice of a recent decision by the Supreme Court of Wisconsin, touching the power of agents to bind their principals in the collection of money for goods sold:

In an action to recover the goods sold, the purchaser gave in evidence bill receipted by the agent of the plaintiff from whom he bought the goods. The vendor claimed and gave evidence to show that the agent was not authorized to collect. In this case, *McKindley* vs. *Dunham*, the Supreme Court of Wisconsin, on September 10, decided in favor of the vendor. Judge Orton, in the opinion, said: First—An agent who merely solicits orders for goods, sending the orders to his principal to be filled, has no implied authority to receive payment for the goods when they have been sent. Second—An order solicited by and given to such agent does not constitute a sale, either absolute or conditional, of the goods ordered, but is a mere proposal to be accepted or not, as the principal may see fit. Third—The power of an agent to make contracts for his principal does not necessarily include an authority to collect the purchase price for them. Fourth—The words "agents not authorized to collect," stamped in large, legible print upon the face of a bill sent to the purchaser of goods, will be presumed to have been observed by such purchaser, and, whether he saw them or not, were notice to him not to pay an agent.

Validity of Firm Name Printed on Memorandum.

A case deciding a point of considerable importance to business men is cited by the Albany *Law Journal* from advance sheets of the 58th volume of Maryland Reports. In this case, *Drury* vs. *Young*, it was held that a memorandum under the statute of frauds was sufficiently "signed" by the name being printed on a letter-head, the contract being under-written. The courted cited a Maryland case, to the effect that the place of the signature in the memorandum is immaterial, and extracted from the English authorities the doctrine that the name may as well be printed as written, if the printed name is adopted by the party to be charged, and hence concluded that there was a sufficient signing if the name were in print and in any part of the instrument, provided that the name was recognized and appropriated by the party to be his.

Partnership Liability.

An interesting discussion of the legal rights of partners, or persons agreeing to assume the partnership relation, as between themselves, is contained in the recent case of *Hill* vs. *Palmer*, decided by the Wisconsin Supreme Court on November 21, 1882. The court, per Lyon J., stated the rule as between partners to be that if the damages resulting from a breach of a covenant or stipulation in the partnership agreement by one partner belong exclusively to the other partner, and can be assessed without taking an account of the partnership business, an action may be maintained by the injured partner against the other for such damages, although the court held to the old doctrine that one partner could not maintain an action at law against the other on account of strictly partnership transactions. As between persons who are agreed to form a partnership, the court held the doctrine to be well settled that an action at law may be maintained for the breach of an agreement to form a partnership or for a wrongful refusal by one party to such a contract to permit the firm to launch the business.

Non-fulfilment of Contract.

An interesting case of non-fulfilment of contract has been disposed of in the Toronto Courts. From the evidence taken before a jury, it appears that on October 4th Messrs. Abram, Hodgson & Sons, of this city, offered Mr. E. Smith, of Prescott, by telegraph, 55c per lb. for 55 bales of hops, which offer the latter accepted, both by telegraph and letter. Subsequently the seller requested Messrs. Hodgson to send a man to Prescott to inspect the hops, and as this was not complied with immediately, Mr. Smith wrote on October 10th stating that the bargain was off, the price of hops having in the meantime advanced considerably. Justice Cameron, however, before whom the case was tried, did not consider that Mr. Smith had any just cause for the non-fulfilment of his contract, and the jury concurring in His Honor's views, rendered a verdict in favor of Messrs. Hodgson, the plaintiffs, fixing damages at $1,970.35 and costs, or equal to 20c per lb. on the hops which Mr. Smith refused to deliver after having sold them.

Clerical Error in Date of Lease.

A bank leased a banking-room, and the lease read as follows: "For six months, from December 6, 1881, to May 6, 1882." On May 6 the landlord entered forcibly and took possession of the room, and the bank sued for damages for a forcible entry and detainer of the premises. A judgment was entered for the bank, and the landlord carried the case, *Nindell* vs. *State Bank of Nebraska*, to the Supreme Court of Nebraska, who affirmed the judgment in September. The Chief Justice, Maxwell, in the opinion, said: Testimony of witnesses will be received to cure any ambiguity in a paper so as to make the terms thereof definite and certain. In this case, however, it cannot be said that there is an ambiguity; the lease was for six months, and fixing the date of its termination as of May 6 was merely an error of computation, which the court will correct.

TWO RAILWAY CASES IN CHANCERY.

JUDGMENT AGAINST THE GRAND TRUNK IN BOTH CASES—TO GO NEXT TO THE COURT OF APPEAL.

Judgment was given Wednesday morning at Osgoode Hall, by Mr. Justice Proudfoot, in the two important cases of Hendrie vs. the Grand Trunk Railway, and the Grand Trunk against the Toronto, Grey and Bruce. As will be remembered the first action was brought for the avoidance of an agreement made to lease the Toronto, Grey and Bruce to the Grand Trunk, and the second action was brought by the Grand Trunk to have the agreement to lease carried into effect and enforced. His lordship held that the bondholders of the Toronto, Grey and Bruce Railway were entitled to vote, and consequently the agreement to lease was never properly and legally ratified at a meeting of the directors, and could not now be enforced. The judgment therefore is for the plaintiffs in the first suit with costs, and for the defendants in the second suit also with costs. Messrs. E. Blake, Q.C., and Walter Cassels appeared for the Grand Trunk Railway, and Messrs. Christopher Robinson, Q.C., D'Alton McCarthy, Q.C., and E. Martin, Q.C., for the Toronto, Grey and Bruce. The solicitors of the Grand Trunk Railway were authorized to take immediate steps to have the case argued in the Court of Appeal.

It is said, however, that there is a probability of the case being settled between the parties before the Court of Appeal takes it up. Mr. Hendrie, it is known, has no public ends to serve. He merely wishes to make the best of it for himself, and that being the case he is disposed to accept any favorable offer the Grand Trunk may make him for the control of the road. Another reason why he should come to terms with the Grand Trunk is that the cartage privileges which he holds with that road are very valuable and he is not likely to jeopardize that by taking a position antagonistic to that of the Grand Trunk.