which is established for the purpose of trading may make all such contracts as are of ordinary occurrence in that trade with-

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(*b*) *Other public corporations established for specific purposes.*—The parol appointment of an assistant or clerk to the master of the workhouse, whose duties were principally the keeping of accounts of a somewhat complicated nature, requiring some amount of skill and capacity, was held not to be binding on the defendants. *Austin* v. *Guardians of Bethnel Green* (1874) L.R. 9 C.P. 91 (action for wrongful dismissal, not maintainable).

On the ground that it was not a case of necessity, and not made under seal, it was held that the appointment of a salaried "medical officer" for a fixed and definite period was not binding. *Dyte* v. *St. Pancras Board* (1872) 27 L.T.N.S. 342.

That the appointment, by the guardians of an Union, of a collector of the poor-rate must be under seal, was decided by Parke, B., in *Smith* v. *West Ham Union* (1855) 10 Exch. 807, aff'd in Exch. Ch. 11 Exch. 807 (validity of appointment not discussed in the higher court). It was suggested by Willes, (afterwards Justice), in his argument as counsel in *Henderson* v. *Australian Royal Mail S. Nav. Co.* (1855) 5 El. & Bl. 409, that this case probably proceeded on the distinction taken in *Smith* v. *Cartwright* (1851) 6 Exch. 928 (see subd. (*a*) of this note, supra);—that the appointment of a servant for the benefit of the corporation, being an incident to their every day existence as a corporation, may be by parol; but that the appointment of an officer for his own benefit, not being incident to such every day existence, must be under seal. But this theory does not seem to be applicable to the circumstances of the case.

An agreement for the hire of a teacher by a body of school trustees is invalid, if not under seal. *Quin* v. *School Trustees* (1850) 7 U.C.Q.B. 130.

But it seems that, where public school trustees have entered into an agreement for the hire of a teacher, and have directed the officer, who has the custody of the seal, to affix it, and both parties have for two years acted on it as a binding agreement, the fact that the seal was not actually affixed will not invalidate the agreement. *McPherson Trustees S.S. No. 7* (1901) 1 Ont. L.R. 261.

In *Paine* v. *Strand Union* (1846) 8 Q.B. 326, a parol order for making a survey and map of the ratable property in one of the parishes forming the Union was held not to be binding on the Union, for the reason that such a plan was not incidental to the purposes for which the guardians of the Union were incorporated. They had nothing to do either with making or collecting rates in the several parishes of the Union, nor had they power to act as a corporation in a single parish.

(*c*) *Business corporations.*—As a general rule an attorney-at-law cannot be retained by parol. *Sutton* v. *Spectacle Makers Co.* (1864) 10 L.T.N.S. 411. But after an attorney has appeared and acted for a corporation in legal proceedings, the corporation cannot, as against the other party to the litigation, dispute his authority on the ground that he was not appointed under the corporate seal. *Thames Haven Dock Co.* v. *Hall* (1843) 5 Man. & G. 274. Nor can the other party dispute it on this ground, after taking steps in the proceedings. *Faviell* v. *Eastern Counties R. Co.* (1848) 2 Exch. 344.

In *R.* v. *Justices of Cumberland* (1848) 17 L.J.Q.B. 102, 5 Engl. Ry. Cas. 332, Wightman, J., construing the effect of a statute which gave the directors power to "appoint and displace any of the officers of the company," said their appointment of an attorney without seal was *clearly* good. Sir F. Pollock apparently is of opinion that the controlling consideration in the case is the fact that the appointment was not one to a