

MacDonald company; and Jasperson and the MacDonald company, notwithstanding much evidence going to shew that Jasperson was by no means an ideal agent, presented a united front to the plaintiffs and the Dominion company.

The plaintiffs elected, if they had a choice, to recover directly from the MacDonald company. The plaintiffs' case was this: Deacon, having general authority to purchase, bought in the name of the Dominion company; so far as the contracts in question are concerned, he exceeded his actual authority, but he did this at the instance of Jasperson, and (it was said) of the MacDonald company; the Dominion company, if bound to adopt that which was done by Deacon in its name, adopted it in its entirety, and the plaintiffs had become entitled to say "respondeat superior," and in that way to reach Jasperson and the MacDonald company.

The learned Judge was unable to adopt that reasoning. The true situation was, that the Dominion company was liable for all the contracts entered into in its name, because Deacon was held out as its purchasing agent, and the limitation as to the quantity he must purchase was not in any way disclosed. In his purchases he was acting within the apparent scope of his agency. The plaintiffs were, therefore, entitled to recover against the Dominion company.

The Dominion company had a right to relief over against Jasperson, who procured Deacon to violate his duty towards his employer by taking contracts in the name of the Dominion company.

Upon the evidence, the learned Judge was unable to find any liability, either direct, or indirect by way of obligation to indemnify, against the MacDonald company. None of its officers knew of what was being done by Jasperson; and the purchases made by Jasperson, through Deacon, in the name of the Dominion company, were not for the MacDonald company, but for Jasperson himself.

Stevenson's contract was with the Foster company, but he was told, at the time of making it, that the purchase was for the Dominion company. This was not true—the purchase was for Jasperson; and in this case the plaintiff Stevenson should recover directly against Jasperson.

The amount recovered in each case should be limited to the difference between the contract-price and the selling price, plus interest from the date when delivery was tendered, and in each case \$25 to cover the expense and trouble incident to the resale.

It was said that the effect of Deacon's evidence was merely that he was authorised to use the forms of contract supplied by the Dominion company or the Foster company, and that Jasper-