

Exch. 88), done by the agent which falls within the scope of his authority as measured by reference to his ordinary duties (*Cheshire v. Bailey* (1905) 1 K.B. 237, per Mathew, L.J., at p. 245.) The onus of proof is on the plaintiff (*Beard v. Lon. Gen. Omnibus Co.* (1900) 2 Q.B. 530) however improper (compare *Udell v. Atherton* (1861) 7 H. & N. 172, with *British Mutual Bank v. Charnwood Forest Rail Co.* (1887) 18 Q.B.D. 714 (fraud) and several other cases noted), or imperfect (compare *Whitman v. Pearson* (1868) L.R. 3 C.P. 422, with *Storey v. Ashton* (1869) L.R. 4 Q.B. 476, and other cases noted), the manner in which the authority is carried out, provided that the act is done for the principal's benefit (compare *Mackay v. Commercial Bank of New Brunswick* (1874) L.R. 5 P.C. 394, with *British Mutual Bank v. Charnwood Forest Rail Co.*, supra) and not for that of the agent (*Coleman v. Riches* (1855) 3 C.L.R. 795). It is immaterial that the act in question has been expressly prohibited by the principal (*Limpus v. Lon. Gen. Omnibus Co.* (1862) and other noted cases)."

The law as it stands is very clearly and concisely put, and the text is not burdened with dissertations or arguments by the authors. They content themselves with setting forth in plain language what the courts have decided and declared to be the law under the various divisions and sub-divisions freed from incidental and surplus matter. The work, as to completeness, lucidity and practical advantage, may be designated as monumental.

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