

of the proprietor, without disclosing his authority to act for the landlord, he is an agent acting in his own name, and as such, he is liable to the third party who made the repairs, without prejudice to his recourse against the owner of the building.

The judgment of the Superior Court, which is affirmed, was delivered by Mr. Justice Guerin, on October 31, 1917.

Action for \$144 being repairs made to an elevator at the defendant's request.

The defence is that defendant is only a tenant in the building, and that he was authorized by the proprietor to call the plaintiff every time that repairs would be necessary to the elevator, and that every time he did so act, the landlord always paid the account. He denies any responsibility.

The Court maintained the action by the following judgment:

"Considering that prior to the 1st of February 1917, the plaintiff made repairs to the elevator in the building where the defendant was a lessee, which repairs were always paid for by the proprietor of the building through his agent S. Berling;

"Considering that between the 1st of February and the 6th of March 1917, the plaintiff made more repairs to this elevator to the extent of \$139.76 upon the telephone order of the defendant;

"Considering that during this period the building which contained the elevator was no longer the property of the person whom S. Berling had represented;

"Considering that when ordering these new repairs the defendant did not disclose to the plaintiff that he was ordering these repairs for the new proprietor nor does it appear from the evidence that the new proprietor was