

ILLUSTRATIONS.

1. A orders cotton goods of B. B takes a paper on which is printed, 'Bought of B & Co. cotton yarn and piece goods,' and writes at the head of it A's name, and underneath a list of the goods bought and their prices. This is a sufficient note or memorandum as against B¹.

2. A calls on B to offer goods for sale. B gives A an order, enters the terms in B's own book, with the heading, 'Sold B,' and gets A to sign it. This is a sufficient note or memorandum as against B, the 'Sold B' being a sufficient signature².

3. C, agent for B, calls on A to offer goods for sale, and A gives an order. C, at A's request, enters the terms in A's book, and signs them with his own name. This is not a sufficient note or memorandum as against A, as there is nothing to show that A made C his agent to write A's name³.

4. B is a hop-grower, A a hop-merchant, C a factor. By the custom of the hop trade, the factor acts for the seller only. After negotiation between A and C for the purchase of B's hops, B and A meet in C's counting-house, and agree for the sale of B's hops to A at 16*l.* 16*s.* a cwt. C then and there writes out and delivers to A a memorandum, as follows:—

Messrs. A.

Bought of C.

Bags 33.

B 16*l.* 16*s.*

The memorandum is dated, and the date is altered at A's request, in order to give him a longer time to pay, according to the custom of the trade. A takes away the memorandum. C retains a counterpart of it headed 'Sold to A.' These facts are relevant to show that C was authorized by B to make a binding record of the bargain between A and B; and if he was so authorized, there is a sufficient note or memorandum as against A⁴.

¹ *Schneider v. Norris*, 2 M. & S. 286; and see *Saunderson v. Jackson*, 2 B. & P. 238.

² *Johnson v. Dodgson*, 2 M. & W. 653.

³ *Graham v. Musson*, 5 Bing. N.C. 603; cf. *Murphy v. Boese*, L.R. 10 Ex. 126.

⁴ *Durrell v. Evans* (Ex. Ch.), 1 H. & C. 174; 31 L. J. Exch. 337.