14th and 20th of the same month, a quantity of jewelry, the subject of the action from the plaintiff. The court was of opinion that there was evidence for the jury that the nephew had authority to order the goods, the question being whether the defendant had so held the nephew out, as to lead the plaintiff reasonably to suppose that he was the defendant's general agent for the purpose of ordering goods.

Many of the reported cases relate to persons who hold themselves out as partners. The principle of those cases is of very general application. The principles of law that relate to the liability of a person who holds himself out as a partner were explained by Chief Justice Tindal in *Fox* v. *Clifton*, 6 Bing. 776. The holding oneself out to the world as a partner, as contradistinguished from the actual relation of partnership, imports at least the voluntary act of the party so holding himself out. It implies the lending of his name to the partnership, and is altogether incompatible with the want of knowledge that his name has been so used. In the ordinary cases of its occurrence, where a person allows his name to remain in a firm, either exposed to the public over a shop door, or to be used in printed invoices or bills of parcels, or to be published in advertisements, the knowledge of the party that his name is used, and his assent thereto, is the very ground upon which he is estopped from disputing his liability as a partner.

The decision of the Queen's Bench in *Edmunds* v. *Bushell* and another, L. Rep. 1 Q. B. 97, throws some light on the subject. In that case the defendant A. carried on business in two different towns: in the one he traded as B. & Co. There he employed the defendant B. as his manager to carry on the business in his own name. The drawing and accepting bills of exchange was incidental to the carrying on a business of the like kind, and was proved to be so; but there was an agreement between B. and A. that B. should neither accept nor draw bills. Nevertheless B. accepted a bill in the name of B. & Co. This bill was taken by a banking company for a valuable consideration, and B. was shortly afterward dismissed. It had also been agreed between A. and B. that B. should receive as salary one-half of the net profit derived from the business carried on in his name. The main question upon the argument was whether A. was liable for the act of B. The court acting upon the principle already adverted to, came to the conclusion that B. must be taken to have had authority to do whatever was necessary or incidental to carrying on the business, and that he could not be divested of his apparent authority as against third parties by a secret reservation. A comparison of this case with that of *Daun* v. *Simmins* will show that they differ in some important particulars.

That the limits of an agent's authority will not be gathered from his private instructions, was the principle upon which the well-known case of *Whitehead* v. *Tuckett*, 15 East, 400, was decided. There the plaintiff purchased some hogsheads of sugar of the defendant's brokers. These the defendant refused to give up, on the ground that the brokers had been entrusted with the sugar with a limited authority. The sugar in question had been purchased and paid for in their own names by the brokers, and lodged in their now warehouse, but sold under the price directed by the defendant. A verdict for the plaintiff was found on the ground that the extent of the authority was to be gathered from the recognized mode of dealing.

None of these decisions is a direct authority in support of the argument that a manager, under the circumstances of *Daun* v. *Simmins*, had authority to pledge his employer's credit. The question is, therefore, whether they support such a proposition. It certainly cannot be laid down as a universal proposition that such a manager has implied authority to buy on credit. The court thought there was no evidence of such authority to be inferred from the circumstances of the case, and by the application of Order XL., r. 10, gave judgment for the defendant. It is at least satisfactory to find that upon a motion for a new trial, where the court has the necessary materials before it, final judgment may be given, thus saving the expense of a new trial.—*Law Times* (London).

NOTES OF CASES.

SUPERIOR COURT.

MONTREAL, February 28, 1879.

DEMERS v. TURGEON; ST. GABRIEL BUILDING SOCIETY, collocated, and plaintiff contesting.