goods, taking into account all mercantile circumstances affecting the value, e.g., in this case, the fact that the goods might have been exported free of duty to America.

In the recent case of *Salvesen* v. *Oscar*, 92 L.T. 575, (1905) A.C. 302, however, it was held that the plaintiff is not entitled to recover prospective profits, but merely the loss actually sustained. Where a person assuming to be agent for another orders work to be done, and says that he will see the person doing the work paid, that does not amount to a representation of authority to act as agent, but is a mere contract to answer for the debt of another, and is void if not in writing, as is exemplified by the case of *Mountstephen* v. *Lakeman*, L.R. 7 Q.B. 196.

On the grounds of public policy the principle laid down in *Collen* v. *Wright* is held not to be applicable to public functionaries acting for the Crown. Therefore, where the plaintiff alleged that the defendant, a public functionary, had misrepresented that he had power to engage the plaintiff as a servant of the Crown for three years, and the plaintiff after entering the employment, had been dismissed before the three years were up, it was held that the doctrine of implied warranty of authority is not applicable to a public servant. *Dunn* v. *Macdonald* (1896) 1 Q.B. 401.

The case of *Collen* v. *Wright* was recently considered in Ontario in *The Bank of Ottawa* v. *Harty*, 12 O.L.R. 218, the facts of which were somewhat peculiar. One McEwan being in possession of a cheque drawn by the Lake Superior Corporation on the Morton Trust Co., of New York, handed it to Harty to collect. Harty delivered it to the Bank of Ottawa, having McEwan's indorsement. He signed his name on the back but "without recourse." The cheque was sent to New York for collection and was paid on presentation, and the amount remitted to the Bank of Ottawa, who paid it over to Harty, who in turn paid it to McEwan, less a small sum which McEwan owed him. The New York company subsequently discovered that the indorsement made by McEwan was made without authority, and they called on the Bank of Ottawa to refund, which they did.