

" the commencement of Mr. Pleace's responsibility, we have no doubt but he will consider it his interest and duty to deliver them so made up to the commencement of your's. You will write us by every conveyance, giving us an account of your proceedings for our government, and also let us know the stock on hand, debts and credits, state of repair of the houses, in short every information you consider necessary for our interest. Referring to our next we remain,

" Sir,

" Your most obedient humble Servants,
A. BIRNIE, & Co.

By these two powers of attorney and letter of instructions, it will appear that Mr. Goff was not a *general* but a *special* agent, with an authority strictly limited and clearly defined.

Acting for the Appellant as an individual, he had simply an authority to collect his outstanding debts.

As agent for the firm of A. Birnie and Co., his duties were to collect outstanding debts, to sell the goods on hand, to remit the proceeds of such debts and goods in ready money, and to take care of the lands and houses.

This is the plain and unquestionable construction of the documents, and coincides (it will be observed) with the nature of the compensation which the agent was to receive: viz. 5 per cent. on the amount of debts recovered, 5 per cent. on the amount of sales, and the use of the house and furniture. There was nothing to authorise him to trade with the funds of A. Birnie and Co., or of the Appellant, or to purchase or exchange goods in their name, or in any manner to bring them into debt, or commit their credit.

Mr. Goff entered on his agency in June, 1816, at which time there remained on hand out of a tolerable investment that had been sent out with Mr. Pleace, by A. Birnie and Co., various articles of Merchandize, of the value according to his (Goff's) own statement of 6251*l.* 12*s.* 8*d.* These with the outstanding debts of the firm, amounting to three times that sum, were together with the private debts due to the Appellant, duly transferred to him by Mr. Pleace.

Mr. Goff seems from the first, to have wished to enlarge as much as possible the sphere of his agency (with a view of course to the increase of his profits), for soon after entering upon his employment, he sent a letter to his constituents, of which the following is an extract.

June, 14th, 1816,

Appendix No. III.

" I shall be glad as soon as possible to be favoured with your determination as to future supplies. A good assortment of saleable articles, such as Mr. Geo. Birnie knows suitable for our consumption to amount of about 5000*l.*, I think could be well run off in the autumn and winter, and remitted for in the spring: but should you prefer fully winding up the present concern, before any further investments are made, I should wish to be informed of it, that I may regulate matters accordingly and curtail every possible expence."

Again he writes—

1st. July, 1816.

Appendix No. IV.

" I shall be anxious till I am favoured with your further intentions as to business here. I have no doubt but that a snug trade may be continued, which will support the establishment and leave a moderate profit if care is taken to lay in the goods well at home, and a suitable assortment forwarded."

The next letter is written in the same general view, and at the same time proves the important fact, that he was well aware of the strict limitation of his actual powers, and felt it to be necessary to obtain further and specific authority before he could safely make purchases or take consignments of goods on account of his Principals, or even consign the goods then on hand for a foreign market, instead of retaining them in his own hands (according to the intention of the power of A. Birnie and Co.), for sale on the Island.

8th. July, 1816.

Appendix No. V.

" I should wish to be informed as speedily as may be, if you permit me to make any purchases of suitable goods here, or at Halifax, or Newfoundland, particularly in the article of West India produce, without an assortment of these articles other goods cannot be so readily got off. I also wish to know, if you have any objection to my taking any consignment of goods that might offer for your benefit that did not interfere with the sale of goods on hand. I shall always be glad to have your decided instructions upon these and every other point that you may deem requisite, which shall be punctually attended to on my part. I shall also be glad of your determination as to shipping goods for the Newfoundland, and Halifax markets. At present the prospects there are dull."

Soon after he had dispatched this letter, it appears that Mr. John Young, one of the respondents, arrived from Halifax on a visit to Prince Edward Island, and having formed an acquaint-