

interest, I will assign to them." On the same day Murphy replied: "Will pay cash. Come at once."

I fail to see in this the slightest evidence of ratification of Murphy's act in giving the option. Bentley knew that Craig was a co-owner with Murphy, that Craig had repudiated Murphy's authority to sign the option on his behalf, hence Bentley's desire to secure Craig's signature to the option. Craig insisted on being paid \$2,500 in cash for his interest in the steamer, and at the meeting in Foy & Kelly's office on the 17th June he expressed his readiness to assign his 32 shares, on being paid that amount. That is not a ratification of the offer made by Murphy to accept \$2,500 cash and the balance of the purchase money in six months.

When Craig, on the 9th June, repudiated Murphy's authority, that was a revocation by Craig of the offer, as far at least as he was concerned, although he was prepared to negotiate on different terms, provided the Government did not purchase the steamer.

The judgment directed to be entered against the defendant Craig must be set aside, and judgment directed to be entered for him, dismissing the action as against him with costs.

The judgment directed to be entered against Craig being set aside, the position of the plaintiffs in regard to the defendant Murphy has been materially changed.

It was laid down in *Cullen v. Wright*, 8 E. & B. at p. 657, that "where a person induces another to contract with him, as agent of a third party, by an unqualified assertion of his being authorized to act as such agent, he is answerable to the person who so contracted for any damages which he may sustain by reason of the assertion of authority being untrue."

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The principle enunciated in *Cullen v. Wright* has been upheld by a long line of authorities.

But is the present case governed by *Cullen v. Wright*? Bentley, as I have already stated, prepared the option which Murphy signed, and at that time he knew that Craig was part owner in the steamer, and as a lawyer he knew that, without express authority from Craig, Murphy could not bind him, and acting on that knowledge he immediately on reaching Kingston endeavoured to induce Craig to sign the option so as to ratify Murphy's act. Now, Bentley knew as a fact that Murphy was not the sole owner, and he did not sign the offer as agent for Craig, nor is there in the body of it any statement that he is acting as such. And in *Cullen v. Wright*, and a large number of authorities in which that case is followed, there was in every case a representation by the defendants in the body of the contract, or by signing, that they are agents of a named