$3,000 from the plaintiff on the 14th January, 1918, and gave the plaintiff a promissory note therefor, signed "Thompson Brothers, by Harold A. Thompson, attorney." The $3,000 was paid in cash by the plaintiff to Wiers, who was apparently in charge of the business, and entries were made in the books of Thompson Brothers shewing a credit of $3,000 to the plaintiff and a note made by Thompson Brothers. The money was deposited to the credit of Thompson Brothers in a bank. There were other similar notes, loans, and entries. The $1,500 note sued upon was signed like the first one except that the name of Wiers was signed as attorney. Wiers was apparently the manager of Thompson's business. Before this action came on for trial Thompson Brothers made an assignment to C. N. Anderson for the benefit of creditors. Anderson was added as a defendant, and took upon himself the burden of contesting the plaintiff's claim.

The action was tried without a jury at Sandwich.
T. Mercer Morton, for the plaintiff.
J. H. Rodd, for the defendant Anderson.

SUTHERLAND, J., in a written judgment, said that at the trial the plaintiff was permitted to amend by claiming for money lent to and received by Thompson Brothers, and upon this claim he was entitled to succeed.

The plaintiff did not intend to give the money to Thompson Brothers, but to lend it with the expectation of being repaid. They received the money through their agent, it was placed by him to their credit in their account with the bank, and they had the benefit. In these circumstances, a right in quasi-contract arose. Even if Wiers had no authority to sign the notes, and the action would fail on that ground, it would be inequitable for Thompson Brothers to retain the money. Having regard to the apparent authority of Wiers, as manager of the business, the plaintiff might well be deceived into the belief that Wiers had authority to sign the notes and so be induced to part with his money to Wiers for Thompson.

Reference to Milnes v. Duncan (1827), 6 B. & C. 671; Kelly v. Solari (1841), 9 M. & W. 54, 58; Marriot v. Hampton (1797), 2 Sm. L.C., 12th ed., 403, at p. 428; Keener on Quasi-Contracts, pp. 326-331; Bond v. Aitkin (1843), 6 W. & S. (Penn.) 165; Rankin v. Emigh (1910), 218 U.S. 27; Bavins Junr. & Sims v. London and South Western Bank, [1900] 1 Q.B. 270, 275.

There should be judgment for the plaintiff against the defendants for $5,500, with appropriate interest and costs—the plaintiff being allowed to amend by adding a claim for the remainder of the moneys advanced by him.