

ployed one Schofield to act as manager of the business at a salary of \$75 per month. Schofield thereafter managed the business under the same firm name and from time to time ordered goods from the plaintiffs, which were supplied and charged to J. G. Leary & Co. Schofield had not been expressly authorized to buy goods from the plaintiffs on credit, but found it necessary to do so in order to carry on the business, and told the plaintiffs that the defendant had engaged him as manager, and would be responsible for the account. He also informed the defendant that he was getting goods on credit from the plaintiffs. In the following December, as the business was not paying, the defendant closed it up. Defendant contended that the business was his son's and that he had not authorized Schofield to pledge his credit with the plaintiffs.

Held, that Schofield's acts in ordering the goods were within the authority usually conferred upon an agent of his particular character and that the defendant was bound by them, although he did not expressly authorize them. The charging of the goods to J. G. Leary & Co. instead of to the defendant, might, under the circumstances be considered as a matter of book-keeping, and even if the plaintiffs had known nothing about the defendant's connection with the business, he would be liable as an undisclosed principal on the authority of *Watteau v. Fenwick* (1893) 1 Q.B. 346, and *Hutchings v. Adams*, 12 M.R. 118. Verdict for plaintiffs for amount claimed with costs.

Fullerton, for plaintiffs. *Elliott and McNeill*, for defendant.

Mathers, J.]

DOUGLAS v. FRASER.

[July 11.]

Husband and wife—Married Woman's Property Act, R.S.M. 1902, c. 106, s. 2(b)—Separate property of wife—Ownership of goods in business carried on in wife's name.

Interpleader issue to determine the ownership of goods seized under execution at the suit of defendant against the plaintiff's husband who married her in 1886. The defendant's judgment was recovered in 1906 upon a debt which had been incurred in 1895, after which the husband became insolvent. In 1899 a fur business was opened up in the name of the plaintiff and had been carried on up to the time of the seizure. From the beginning, the husband managed the business, did all the buying and