

#2 depend upon the nature of the corporation, with such authority, his acts in incurring obligations, will be binding on the company."

Evans v Pub. Hall Co. v Bank of Commerce, 144 Ind. 34, 42 N.E. 1907.

It is by this time evident, that the "duly authorized" mentioned in the first citation on page 1 means, besides a formal authorization, and apparent one upon which the other party may safely rely.

✓ "Where the vice-president of a land company, assuming to act for the company, employed by persons to get out logs on its lands, the corporation cannot escape liability for breach of his contract by showing that he was getting out the logs on his own account, the making of the contract being within the APPARENT SCOPE OF HIS AUTHORITY."

Kentucky Land etc. Co. v Wallace, 21 Ky. Law Rep. 1601, 55 S.W. 885.

See, Allison v Tenn. Coal etc. Co. 46 S.W. 348 (Tenn)

That is the instant case to a dot, if for the vice-president and perhaps a stock-holder, we substitute the seeming manager Orr, and perhaps not a stock-holder of the Republic Co. Which difference nevertheless is no distinction as far as the principle controlling in the premises is concerned, that principle being governed by the seeming authority that the corporation permits to be held out as resident in the one who is conducting its business officer or no officer, stock-holder or no stock-holder, the seeming agency alone being the test of its liability for the agent's acts.

"Where the stockholders of a milling corporation turned over the property to one under an uncompleted sale of half the stock, the corporation was liable for debts contracted by him within the scope of his authority, whatever the intention of the stockholders may have been."

Albany Mill Co. v Huff Bros. 24 Ky. Law Rep. 2037, 72 S.W. 820.

See, Hurst v Am. Assn. 105 Ky. 793, 49 S.W. 800, 20 Ky. L. Rep. 1624. That is, the pseudo-purchaser became the seeming agent of the company, and as such could bind the company by his acts, his attempted ownership having failed. The principle never alters no matter how diverse the facts.

See Tunison v Det. etc. Co. 73 Mich. 452, 41 N.W. 502:

"By laws of a corporation engaged in carrying on a large department store do not affect contracts made with third persons, who relied on the APPARENT AUTHORITY of the executive agents of such corporation."

Standard Fash. Co. v Siegel, Cooper, 60 N.Y.S. 739, 44 App. D. 121.

No more does an order from the president of the corporation, as in the case at bar, to the executive agent, Orr, affect Orr's contracts with such third persons, the plaintiffs herein. So that, as said in the letter accompanying this brief of authorities, the president's testimony, along the above lines, no matter how true, cannot affect the contract, or the company's liability, if it was one that was included in the scope of the company business as reflected by its Articles of Incorp.

The rule is exactly the same with reference to the liability of the company on account negotiable instruments executed or indorsed by the seeming agent, executed or indorsed within the scope of his authority, that is, within the purview of the company's business interests as gathered from its Articles of Incorporation.

✓ Blake v Domes. Manfg. Co. 64 N.J. Eq. 480, 38 Atl. 241; Simmons v Thompson, 51 N.Y.S. 1018, 29 App. Div. 559; Wash. Times Co. v Wilder, 12 App. D.C. 62; Fisk v Carb. Stone Co. 57 Ill. App. 327; Mer. Nat. B. v Cit. Gasl. Co. 159 Mass. 505, 34 N.E. 1083, 35 Am. St. 453; Jacks. Pap. Co. v Com. Nat. B. 199 Ill. 159, 65 N.E. 136, 59 L.R.A. 657, 93 Am. S. 113; Andres v Morgan, 62 O.S. 236, 56 N.E. 875. It now only remains to discover whether, the company seen by all the foregoing to be driven to admit that the agent Orr was apparently empowered to make a contract of the kind herein under discussion, whether such a contract was within the purview of the Articles of Inc. which defined the object of the business to be conducted by the agent. If it is within such purview, then is the company bound. Whether the making of the contract with the plaintiff was an incident of the business of the corporation, now that the manager is seen to have implied authority to make all such contracts, will