

See, Gann v Great So. Lumb. Co. 131 La. 400, 59 So. 830-instructions disregarded. Applying this doctrine to the facts in the case at bar, the liability of the company on the contract executed by Orr with the plaintiff is beyond dispute, whatever the president or other officer testifies as to his injunction to the agent not to sign the note or contract. An example of the opposite kind is seen in the following.

"Secretary and treasurer of corporation engaged in selling automobiles held to have no authority as such to enter an automobile in a race in its name, and where he did so without authority, it was not liable to a person injured by such automobile while watching the race. Johnson v Rel. Aut. Co. 23 Cal. App. 222, 137 Pac. 603.

Of course, the reason is obvious when it is seen that entering an auto in a race is not part of the selling of the machine which alone the agent was authorized to do.