

1918
 *Oct. 22, 23.
 *Nov. 18.

CURRIE v. RURAL MUNICIPALITY OF
 WREFORD AND LASHER.

ON APPEAL FROM THE SUPREME COURT OF
 SASKATCHEWAN.

Principal and agent—Contract—Municipal Corporation—Agent's signature followed by "councilman"—Personal liability.

APPEAL from the judgment of the Supreme Court of Saskatchewan (1), reversing the judgment of Newlands J. at the trial (2), and dismissing the action of the plaintiff (appellant).

The appellant sued for \$6,986.90 for work done on the roads of the municipality respondent under a written agreement entered into between him and respondent Lasher, a councillor of said municipality. The agreement was signed: "J. T. Lasher, councilman." The appellant made alternate claims against the municipality on the ground that the contract was their contract and against Lasher on the ground that he was personally liable.

The trial judge held that the municipality was not liable but that Lasher was. Lasher appealed from this decision and Currie cross-appealed against the municipality. The Supreme Court of Saskatchewan allowed the appeal and dismissed the action against Lasher; it also allowed the cross-appeal and entered judgment against the municipality for \$374.34.

The plaintiff, now appellant, appealed to the Supreme Court of Canada, and the municipality, now respondent, also cross-appealed. After hearing counsel for the respective parties, the Supreme Court of

*PRESENT:—Sir Louis Davies, C.J. and Idington, Duff, Anglin and Brodeur JJ.

(1) 38 D.L.R. 516; [1918] 1
 W.W.R. 315.

(2) 10 Sask. L.R. 117; [1917]
 2 W.W.R. 823.

Canada reserved judgment and, on a subsequent day, dismissed the appeal with costs, Brodeur J. dissenting, and allowed the cross-appeal with costs, Idington and Brodeur JJ. dissenting.

Appeal dismissed with costs.
Cross-appeal allowed with costs.

P. M. Anderson for the appellant.

J. F. Frame K.C. for the respondent municipality

J. A. Allan K.C. for the respondent Lasher.

1918
CURRIE
v.
RURAL
MUNICI-
PALITY
OF
WREFORD
AND
LASHER.