

# The payment for the extra goods

Law



A decision with a similar implication was arrived at in *Billups Petroleum Company vs. Hardin's Bakeries Corp* 63 So 2d 543 Miss (1953) where a principle was found liable for acts of an agent acting outside the scope of his employment as in the present case. Even though the defendant did not expressly authorize the new order and confirmed it, it was done by his assistant who the plaintiff had reasonable grounds to believe was acting under the authority of the principle thus creating an unwritten agency relationship as the principal was on leave. Vasquez, therefore, deserves compensation. It is immaterial to the case that the defendant had confirmed orders himself for the last 9 years as it does not rule out the possibility of creating an agency relationship by implication. The plaintiff should succeed in his claims if the principle of agency by estoppel is applied correctly to the facts of the case.