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Carrier: Agent; Scope of Authority; Bills of Lading

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If the claim of the defendant, that plaintiff was guilty of contributory negligence in accepting the invitation to ride, was sustained, we would have this illogical result. A driver of an automobile, by constantly displaying his incompetency in driving, would be likely to create such a state of mind in persons invited to ride with him that the driver's liability for negligent driving in a specific accident would ordinarily be deemed not actionable because of the contributory negligence of any one accepting an invitation to ride with him with knowledge of his incompetence.

A reasonable answer to the above would be that if he does not wish to assume a risk that he is well aware of, he is free to decline the invitation. ALEX WILMER

Carrier; Agent; Scope of Authority; Bills of Lading

Gleason v. *Seaboard Air Line Ry. Co.*, 49 Supreme Court Reporter 161: in this carrier's case the decision was "railroad held liable for loss resulting from forgery of bill of lading by its employee."

McDonnell, an employee of the railroad company whose duty it was to give notice to consignee upon the receipt of cotton, forged the bill of lading and notified the plaintiff that his goods had arrived. Gleason assuming the notice to be genuine paid the draft attached to the bill of lading for the sum of $10,000. The false statements were made to effect a fradulent design for the employee's personal benefit.

The court instructed the jury to find for the petitioner if the employee was acting within the scope of his employment. Judgment was rendered for the plaintiff, but upon appeal was reversed on the theory that an employer was not liable, "for the false statements of an agent made solely to effect a fraudulent design for his own benefit and not in behalf of the employer or his business."

The court based its decision on *Friedlander* v. *Texas & Pacific Ry. Co.*, 130 U. S. 416, where it was held that the agent was acting outside the scope of his employment in issuing bills of lading before the arrival of goods and the employer was liable neither in contract nor in tort.

The above rule has been altered by a modification of the *Federal Bills of Lading Act*, Sec. 22. It enlarged the agent's implied authority by imposing a new liability on the principal for the agent's act in issuing the bill even though the merchandise was not received.

This case[1] did not rest upon the agent's authority to issue bills, but upon his authority to notify the petitioner upon the arrival or non-arrival of goods which he clearly did not have.

The court reversed the previous order on the grounds that it was not the intent of Congress to establish a general rule of liability in other classes of cases not involving bills of lading. BERT J. LANDREE

[1] *Gleason* v. *Seaboard Air Line Ry. Co.*, 49 Supreme Court Reporter 161.