

Ford Vs. Williams

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Court : US Supreme Court

Decided On : 1858

Appeal No. : 62 U.S. 287

Appellant : Ford

Respondent : Williams

Judgement :

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Ford v. Williams

62 U.S. (21 How.) 287

ERROR TO THE CIRCUIT COURT OF THE UNITED

STATES FOR THE DISTRICT OF MARYLAND

SYLLABUS

Where a contract is made by an agent, the principal whom he represents may maintain an action upon it in his own name, although the name of the principal was not disclosed at the time of making the contract, and although the

contract be in writing, parol evidence is admissible to show that the agent was acting for his principal.

[MR. JUSTICE WAYNE DID NOT SIT IN THIS CAUSE.]

Ford lived in New York, and brought an action against John S. Williams & Brother upon the following contract:

"BALTIMORE, October 31, 1855"

"For and in consideration of the sum of one dollar, the receipt whereof is hereby acknowledged, we have this day purchased from John W. Bell, and agree to receive from him in all the month of February next, at his opinion, two thousand barrels Howard Street super flour, we paying for the same at the rate of nine dollars per barrel on the day the said flour is ready for delivery."

"JOHN S. WILLIAMS & BRO."

Upon the trial in the court below, much evidence was given which it is not necessary to recite in the present aspect of the case. The court, on the application of the defendants' counsel, instructed the jury that upon the above contract Ford could not recover. The only question in the case was whether, assuming the contract to have been made for the benefit of the plaintiff without any disclosure to the defendants of his interest, he was competent to maintain a suit in his own name.

MR. JUSTICE GRIER delivered the opinion of the Court.

The single question presented for our decision in this case is whether the principal can maintain an action on a written contract made by his agent in his own name without disclosing the name of the principal.

It is not necessary to the validity of a contract, under the statute of frauds, that the writing disclose the principal. In the brief memoranda of these contracts usually made by brokers and factors, it is seldom done. If a party is informed that the person with whom he is dealing is merely the agent for another, and prefers to deal with the agent personally on his own credit, he will not be allowed afterwards to charge the principal, but when he deals with the agent, without any disclosure of the fact of his agency, he may elect to treat the after-discovered principal as the person with whom he contracted.

The contract of the agent is the contract of the principal, and he may sue or be sued thereon though not named therein, and notwithstanding the rule of law that an agreement reduced to writing may not be contradicted or varied by parol, it is well settled that the principal may show that the agent who made the contract in his own name was acting for him. This proof does not contradict the writing; it only explains the transaction. But the agent, who binds himself, will not be allowed to contradict the writing by proving that he was contracting only as agent, while the same evidence will be admitted to charge the principal.

"Such evidence [says Baron Parke] does not deny that the contract binds those whom on its face it purports to bind, but shows that it also binds another, by reason that the act of the agent is the act of the principal."

See Higgins v. Senior, 9 Meeson & Wilsby 843

The array of cases and treatises cited by the plaintiff's counsel shows conclusively that this question is settled, not only by the courts of England and many of the states, but by this Court.

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See [*New Jersey Steam Navigation Co. v. Merchants' Bank*](#), 6 How. 344, [47 U. S. 381](#) , *et cas. ib. cit.*

The judgment of the court below is therefore reversed, and a venire de novo awarded.

