

Agency – Topic 9

Relevance	Case	Facts	Decision
Apparent Authority	Freeman & Lockyer v Buckhurst Park Properties (1964)	<ul style="list-style-type: none"> • Freeman and Lockyer were engaged by Buckhurst properties to work • When they sought their payment they were informed that the person from Buckhurst did not have the authority to make the contract on behalf of the company and was therefore not liable to pay the fees 	<ul style="list-style-type: none"> • The court held that although the person from Buckhurst park did not have actual authority to act on behalf of the company he did have apparent authority • The court ruled in favour of Freeman and Lockyer
Implied Actual Authority	Peterson v Moloney (1951)	<ul style="list-style-type: none"> • The plaintiff sold and transferred to the defendant Moloney a house and certain furniture and other chattels for a total price of £700 • The defendant Pulbrook acted as agent in the transaction, and Moloney paid to Pulbrook the full price of £700 of which he passed none of onto Peterson, the owner of the house • The plaintiff sued Moloney for the price of the property sold and transferred • and in the alternative claimed as against Pulbrook for money received by him on her account. • Pulbrook is now a bankrupt 	<ul style="list-style-type: none"> • The court held that the plaintiff would recover £700 from Moloney and nothing from Pulbrook
Implied Actual Authority	Giltrap City Ltd v Commerce Commission (2004)	<ul style="list-style-type: none"> • In December 1996, seven Auckland Toyota dealers admitted breaching the Act following a Commerce Commission investigation. • They were each ordered to pay penalties agreed by the Commission of \$50,000. • Giltrap did not admit any breach and elected to defend the Commission's prosecution 	<ul style="list-style-type: none"> • The court held that the managing director of Giltrap City, Andrew Thomas Mackenzie had breached the commerce Act by entering into price fixing agreements with other Toyota dealers in 1993