

## Best Way to Sue a P in Contract

Type	Description	Dutiful Agent	Rogue Agent	Imposter Agent
<b>Actual Express Authority</b>	Authority through express manifestations to A	✓	🚫	🚫
<b>Actual Implied Authority</b>	Actual + incidental, necessary, and customary	✓	🚫 But implied authority may be worth arguing	🚫
<b>Apparent Authority</b>	Manifestations to 3 <sup>rd</sup> party traceable to P (holding out)	✓ But not necessary b/c actual	✓	🚫 Holding out unlikely & maybe agency required
<b>Undisclosed Principal</b>	Negates unusual limitations by undisclosed principal	✓ But not necessary b/c actual	✓	🚫 Requires P
<b>Ratification</b>	Acceptance of results w/ intent	✓ But not necessary b/c actual	✓	✓
<b>EstoppeL</b>	Carelessly allowing rogue or imposter agent	🚫 Just the way rule is written	✓ Apparent easier b/c it's not equitable	✓

## Best Way to Sue a P in Tort

Type	Description	Actual control over details of the work	Limited agent (for contracts)	Looser affiliations
		<i>E.g., Humble Oil Miller v. McDonald's</i>	<i>E.g., operator signs up customers for rewards program operated by Sun Oil</i>	<i>E.g., Holiday Inns? Top 10 Independent Steakhouses?</i>
<b>Vicarious liability/respondeat superior</b>	Employer/master liable for employee/servant torts in scope of employment	✓	🚫	🚫
<b>Apparent Agency</b>	Holding out causing plaintiff to rely on skill and care of purported agent; reliance tricky to prove	✓  <i>E.g., Miller v. McDonalds (court found both)</i>  But plaintiffs try to rely on actual to avoid reliance issue	✓  <i>E.g., plaintiff chose a Sun Oil station based on belief it's the safest gas</i>	✓  <i>E.g., plaintiff chose steakhouse based on belief that top 10 steakhouses are safe</i>
<b>Direct Principal Liability</b>	Limited exceptions we didn't discuss (e.g., P specifically directs A to commit tort)		✓	✓