**23.09 LIABILITY OF PRINCIPAL – RATIFICATION OF AGENT’S CONDUCT**

[Principal] is responsible for [third-party]’s acts if you decide it is more likely true than not true that:

1. [third-party] indicated to [plaintiff], through words or action, that [third-party] was acting on behalf of [principal] and subject to [his] [her] [its] control; and
2. after [third-party] acted, [principal] knew the important facts about what [third-party] had done;
3. [principal] demonstrated through words or conduct that [he] [she] [it] intended to accept responsibility for what [third-party] had done. Intent to accept responsibility can also be shown by silence in circumstances where a person would normally be expected to respond.

If you decide that these three things are more likely than not true, then [principal] is legally responsible for the acts of [third-party]. Otherwise, [principal] is not legally responsible for [third-party]’s acts.

**Use Note**

This instruction must be given if the plaintiff claims that the defendant ratified acts of a third party who purported to act on the defendant’s behalf. This may be an alternative to an actual agency theory.

**Comment**

Alaska law recognizes the common law doctrine of ratification. Under this doctrine, a person may accept legal responsibility for the actions of another, either expressly or by silence. Two requirements must be met: 1) the act must be done by someone who held himself or herself out to a third party as an agent for another person; and 2) after the fact, the person demonstrated intent to be bound by these acts. *Windel v. Mat-Su Title Ins. Agency, Inc*. 305 P.3d 264, 272 (Alaska 2013); *Sea Lion Corp. v. Air Logistics of Alaska, Inc.*, 787 P.2d 109, 117 (Alaska 1990); *Bruton v. Automatic Welding & Supply Corp.*, 513 P.2d 1122, 1127 (Alaska 1973). Intent to be bound by the third-party’s actions may be shown by affirmative conduct, or by silence in circumstances where a person would normally be expected to respond if the person did not agree to be bound by what the other person had done on his or her behalf. *See Windel*, 305 P.3d at 272; *Bruton*, 513 P.2d 1122, 1127 (Alaska 1967).

As indicated in element 2 of the instruction, ratification occurs only if the alleged principal knew the material facts regarding the actions taken by the third-party on its behalf. *Sea Lion*, 787 P.2d at 118. *See also* Restatement (Third) of Agency § 4.06.