

dans tous les cas l'autorité apparente de le faire, et la demanderesse a donné des motifs raisonnables de croire qu'il avait ce pouvoir; (d) ce gérant, dans l'exercice de ses fonctions, recouvrait les dettes de la compagnie et endossait ses effets négociables à la connaissance et du consentement de cette dernière.

La Cour supérieure a maintenu l'action principale et l'action en sous-garantie par les motifs suivants:

"Whereas it appears from the evidence and proceedings of record that the said three cheques were endorsed and cashed by the said J. T. Doucher at the defendant in sub-warranty's branch offices at Coteau Station and at Valleyfield; that said Doucher was at the time foreman in charge of the plaintiff's ice warehouse at Coteau Station, and received the ice of plaintiff to be stored therein and delivered out the ice to the plaintiff's customers upon orders received from the head office in Chicago, and was also in charge of the men employed at Coteau Station in so receiving, storing and delivering the said ice to plaintiff's customers, one of whom was the principal defendant; that he was not authorized by the plaintiff to receive payments on its account in cash or cheques, or to endorse its name upon cheques or negotiable instruments; that the said Doucher was in plaintiff's employ from the year 1907 to the 15th March 1914, when he was dismissed; that the cheques in question were never received nor endorsed by the plaintiff before the endorsements thereof were made by the said Doucher, who cashed the said cheques at the offices of the defendant in sub-warranty and appropriated the proceeds thereof; that all invoices were made at Chicago and the amounts thereof collected from there; that on several occasions, the said Doucher remitted proceeds of collections made by him, which were accepted by the head