against Deton. This position is doubtless very strong, and if it had been supported by authority I should not have felt disposed to alter the rule. Nevertheless, I do not think the argument perfectly sound. As we have already seen, the acceptor is held by his acceptance so far as to recognize that the signature, which he is presumed to know, is genuine. It seems to me that when a Bank is dealing with its own paper it should be presumed to know not only the signature but the whole document. It was the appellants who set the whole thing in movement, and by the signature of their cashier gave currency to a draft which they themselves did not know was forged. They were so secure that they ordered their branch to pay "with or without advice." It seems to me that any other doctrine would lead to inconvenience, and that if this does not hold good for drafts, it would be difficult to say why the rule should obtain with regard to bank notes. In the case already cited from the 55 New York Reports, Rapallo, J., seemed to hold this doctrine, and I know of no authority which supports the contrary. I would not base this on the idea of there being negligence, but on policy. It does not appear that the failure to advise amounts to negligence. The evidence shows that advice was not considered necessary before this case happened, and it is manifest the miscarriage of the letter of advice could not alter the responsibility. I am therefore inclined to confirm. But in addition to this there is the fact that the Ontario Bank did not act without the greatest precaution. They did not pay away their money until they had been themselves paid by appellants.

Judgment confirmed.

Lunn & Cramp, for appellants.

T. W. Ritchie, Q.C., Counsel.

Abbott, Tait, Wotherspoon & Abbott, for respondents.

MONTREAL, Nov. 12, 1880.

Sir A. A. DORION, C.J., MONK, RAMSAY, CROSS, JJ., BABY, A.J.

RYDER (plff. below), appellant, and VAUGHAN (deft. below), respondent.

Assumpsit—Evidence.

The appeal was from a judgment of the Superior Court, district of Iberville, Chagnon, J., Feb. 27, 1879, dismissing the appellant's action.

In appeal the judgment was confirmed unanimously.

RAMSAY, J. This action was in assumpsit for goods sold and delivered at defendant's request. At the argument it was maintained that what was proved was a *quasi*-contract; that one Parker had acted for defendant and in his interest; that his gestion had turned to defendant's profit, and that therefore defendant was liable to plaintiff for what he had furnished to Parker to use for defendant. It is unnecessary to examine whether this has been proved or not, for such proof could not apply to an action in assumpsit. The action *ex-quasi contractu* is a very special one. I think the appeal should be dismissed.

Judgment confirmed.

R. & L. Laflamme, for appellant.

Archambault & David, for respondent.

MONTREAL, Nov. 12, 1880.

Sir A. A. DORION, C.J., MONK, RAMSAY, CROSS, JJ., BABY, A.J.

MASSÉ (plff. below), appellant, and GRANGER (deft. below), respondent.

Sale—Evidence.

The appeal was from a judgment of the Superior Court, Montreal, Johnson, J., May 31, 1878, dismissing the appellant's action. The judgment was as follows:

"The Court, etc....

"Considering that the only proof respecting the extent of power of J. Lespérance to act for defendant is that made by the defendant herself;

"Considering that there is no evidence of any sale by the plaintiff to the defendant, except the evidence of Lespérance, which is vague and unsatisfactory;

"Considering that by the present action, a sum of $347 is sought to be recovered, which is alleged to be due to the plaintiff, and to appear to be so due by an account said to be produced;

"Considering that no account is produced, and no time or place, or specific thing, or sum certain appears proved;

"Considering that the general account sworn to by the witness Lespérance, is an account for