

- "Exhibits."
- "Injunction," 2, 5.
- "Ne Exeat."
- "Opening Publication."
- "Possession."
- "Pro Confesso."
- "Specific Performance."

PRINCIPAL AND AGENT.

The managing shareholder and cashier of a joint-stock company had been offered as a gift the share of one of his co-partners, who desired to retire from the partnership, or declining that that he (the cashier) would permit his daughter to accept a transfer of the share in like manner; in which position the share stood when an application was made to the cashier by another member of the partnership, who was aware of these offers, to ascertain if the share could be obtained for a person desirous of entering into the company. It was stipulated that the intending purchaser should have the share upon paying £300, which was communicated by telegraph to the brother of the intending purchaser by the person applying on his behalf, and the cashier by direction of the same party, drew for the amount, and also wrote to him informing him of the purchase, in doing which the cashier stated that he had secured the share for his brother, and that he had drawn upon him for the amount in order to enable him to settle with the holder of the share; and the transfer was accordingly made. Afterwards the new partner discovered that the cashier had in fact paid the original holder of the share £75 only, in consequence of which differences arose between those parties, and it was determined

that the new partner should retire from the partnership upon being paid the amount advanced by him which was accordingly done. The retiring partner afterwards filed a bill against the cashier claiming the difference in the amounts on the ground that in the matter of the purchase he had acted as his agent. The defendant by his answer positively denied all agency in the matter, and asserted that he had inadvertently made use of the words "secured a share," instead of "sold a share," and the evidence in the cause was to the same effect. The court dismissed the bill, but, as the letter of the defendant had tended to create a misapprehension of the facts, without costs.

Anderson v. Cameron, 285.

2. D. being about to leave this country for a time, executed a power of attorney in favor of an agent, thereby conferring very extensive powers upon the agent; amongst others he was authorised, for the principal, and in his name, and to his use, "to buy any freehold lands, or any ships, vessels, or steamboats, or any shares therein, as the said *John Bell Gordon* may think expedient and for my benefit." During the absence of his principal the agent purchased a leasehold property known as the "St. Nicholas Saloon," together with the furniture, provisions, and business therein, for the payment of which he gave his own promissory notes, endorsed by him in the name of his principal, under a clause in the power of attorney authorising him to make and endorse notes, &c., in the course of business, alleging that he had made the purchase for