

share so transmitted.—*Jones*, Appellant, & *Cuthbert*, Respondent, Monk, Ramsay, Tessier, Cross, Baby, JJ., Sept. 25, 1885.

*Appointment of experts—C. C. P. 322, 323—Acquiescence in appointment of one expert.*

HELD:—That where the Court has appointed one expert only, and the expert has proceeded to act without protest or objection by the parties, they will be presumed to have acquiesced, and the report will not be set aside on the ground, urged subsequently, that the Court should have appointed three experts.—*Malbœuf*, Appellant, & *Larendeau*, Respondent, Dorion, C.J., Monk, Ramsay, Cross, JJ., Nov. 27, 1885.

*Testamentary executor—Delegation of powers—Grounds of removal from office.*

HELD:—Where testamentary executors transferred the control of the estate to another person, who paid the monies belonging to it into a bank in his own name, and afterwards drew them out: that the Court below exercised a proper discretion in removing the executors from office, even without evidence of fraudulent intention or actual dissipation of the property.—*French et al. & McGee et al.*, Monk, Ramsay, Tessier, Cross, Baby, JJ., Jan. 21, 1886.

*Principal and Agent—Powers of Agent—Acquiescence and Ratification by Principal.*

Appellant and respondent are banks,—the former a savings bank, and the latter an ordinary banking institution. On the 13th Sept., 1873, C., respondent's cashier, obtained a loan in his own name from appellant, on the security of shares of the respondent bank, standing also in his own name. These shares declining in value, C. substituted therefor notes the property of respondent, intimating that the loan was made to respondent, and not to himself personally. On the 23rd June, 1875, the transaction was entered on the books of respondent as being a transaction of respondent and not of C. personally, and on the 20th July, 1875, the pass-book between appellant and respondent

was altered in accordance with the same pretension.

HELD:—That a principal may, by subsequent ratification, or even by tacit acquiescence, render himself responsible to a third party for the act of his agent in excess of his authority; and that in this case the respondent, being well aware of appellant's pretension, and having acquiesced in it until 5th August, 1876, must be held to have ratified the act of its agent C., and became bound thereby. *La Banque d'Epargnes*, Appellant, & *La Banque Jacques Cartier*, Respondent, Dorion, C.J., Ramsay, Cross, Baby, JJ., Jan. 25, 1886.

*Lessor and Lessee—Interruption of Lessee's enjoyment—Compensation—Damages.*

HELD:—1. Where a lessee was entitled by a clause of the lease to become proprietor of the premises leased on payment of a specified sum, that, when sued in ejectment, he could not plead that this sum had been compensated by damages suffered by him through the interruption of his business. 2. In any case the damages which a tenant can claim for non-fulfilment of a condition of the lease must be the immediate and direct consequence of such inexecution, and will not include indirect and remote damages, such as loss alleged to have been suffered owing to the lessee's inability to fulfil contracts, or for waste of wood prepared for his business.—*Bell*, appellant, and *Court*, respondent. Dorion, C. J., Ramsay, Tessier, Cross, Baby, JJ., Jan. 21, 1886.

RECENT UNITED STATES DECISIONS.

*Innkeeper—Who is guest.*—W., the keeper of a gambling house, closed his night's business at two o'clock a. m., having a sum of money upon his person; and not being ready to retire for the night, and not wishing to carry his money upon his person at that time of night, visited an inn for the purpose of depositing his money for safe keeping; found the inn in charge of a night clerk; inquired if he could have lodgings for the night; was told that he could; stated that he did not desire to go to his room at that time, but wished to leave some money with the clerk, and would return in about half an hour. The clerk told