

hibiting the acceptance by one Bank of the stock of another Bank as security for a loan (46 Vict., ch. 45, s. 2), an advance was made by a Bank, and stock of another Bank was transferred as security to the cashier of the lending Bank, and the transaction was duly noted in the books of the Bank, that the owner of the shares so transferred was entitled to reclaim them from the Bank, or to get their value, when the debt was paid for the security of which the shares were transferred as aforesaid. The prohibition of the law applies to the Bank and not to the borrower.—*Exchange Bank of Canada & Fletcher*, Dorion, C. J., Tessier, Baby, Church, Bossé, J J., May 23, 1890.

*Violation of Domicile—Municipal Corporation—Arrest without warrant—Damages.*

*Held*:—1. That officers of police in the employment of a municipal corporation have no right to enter the dwelling of a citizen in the night time, without a warrant, and arrest him on mere suspicion that a felony has been committed; and the corporation will be held responsible in damages for such illegal arrest.

2. Where the damages have been appraised by the Court of first instance, and the Court of Review has reduced the amount, the Court of Appeal will not interfere with the award of the intermediate Court, unless it appears that gross injustice has been done.—*Pratt & Charbonneau*, Dorion, C. J., Cross, Baby, Bossé, J J., March 20, 1890.

*Sale—Error as to accessory of thing sold—Damages.*

The appellant purchased from respondents at public auction two lots of land on a certain street, and signed a memorandum of sale in which reference was made to the official plan on which the street was marked as being 51 feet wide at that place. On the surveyor's plan prepared for the sale, the street was also traced at 51 feet in width, but by inadvertence, on the lithographed copies distributed at the auction sale, the part of the street where the lots were situated was represented as of uniform width with the upper part of the street, which was 60 feet wide. When the

error was discovered the respondents (vendors) offered to cancel the sale if the appellant (purchaser) had been misled by the error on the lithographed copies, but the appellant refused, and brought an action of damages.

*Held*:—Affirming the judgment of *DAVIDSON*, J., M. L. R., 3 S. C. 403, In an action of damages by the appellant (purchaser), that he having received the full number of square feet bargained for, having refused to relinquish the bargain, having signed the memorandum of sale in which reference was made to the homologated plan showing a street 51 feet wide, and moreover no special damage being proved, an action of damages could not be maintained.—*Inglis & Phillips et vir*, Cross, Baby, Bossé, Doherty, J J., Jan. 24, 1891.

*DECISIONS AT QUEBEC.*

*Corporation—Exercise of charter powers—Sale to corporate body—Ratification by corporation.*

*Held*:—1. A body corporate empowered by its charter to acquire property, "for the use and objects of its incorporation," is not limited in making a purchase of an immovable by the nature of the latter or the use which has hitherto been made of it; and it is sufficient that such immovable is susceptible of yielding revenue or value applicable to the use and objects of the incorporation, to bring the purchase within the charter power.

2. Where the charter of a corporation does not provide for the exercise of its powers otherwise than by giving it the right to make by-laws for the "government of the institution and of the officers and servants belonging thereto," and no such by-laws are made, the persons who are admitted to have, *de facto* and by common consent, acted as the governing body of the board, will be held to be its duly authorized agents, whose acts, performed within the limits of the charter, are binding upon it.

3. The powers of a corporation created by an Act of the legislature, and the mode of exercising them, are only to be found in, or deduced from, such Act, or in and from the general rules of law applicable to all corpora-