

anglais ne peut être tenu de connaître la véritable signature des tiers (*Charles vs Blackwell*, 1887, 2. C. P. D., 151) ;

“Considérant que le législateur canadien a omis, intentionnellement, la reproduction des dispositions susdites du statut impérial ;

“Considérant que la demanderesse ne peut invoquer, pour justifier une condamnation contre les défendeurs, ni l'article 1053 du Code civil, ni l'arrêt de la cour Suprême du Canada dans la cause de *Ewing & The Dominion Bank*, ni les dispositions de l'Acte des Lettres de change ;

“Considérant que l'action de la demanderesse est mal fondée en faits et en droit ;

“Pour ces motifs ; renvoie, avec dépens, l'action de la dite demanderesse.

P. A. Chassé, C.R., avocat de la demanderesse.

Amédée Geoffrion, avocat des défendeurs.

Aimé Geoffrion, C.R., conseil.

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NOTES.—1904, *Supr. C.*, *Ewing vs Dominion Bank*, 35 *R. C. Supr.*, 133. — “E. & Co., merchants at Montreal, received from the Dominion Bank, Toronto, notice in the usual form that their note in favour of the Thomas Phosphate Co., for \$2,000, would fall due at that bank on a date named, and asking them to provide for it. The name of E. & Co. had been forged to said note which the bank had discounted. Two days after the notice was mailed at Toronto, the proceeds of the note had been drawn out of the bank by the Toronto payees. Held, affirming the judgment of the Court of Appeal, 7 *Ont. L. R.*, 90, *Sedgewick and Nesbitt, J.J.*, dissenting, that on receipt of said notice E. & Co. were under a legal duty to inform the bank, by telegraph or telephone, that they had not made the note, and not doing so they were afterwards estopped from denying their signature thereto. Leave to appeal to the Privy Council refused.”