

legislature of the Province of Quebec only had the right to incorporate a company to carry said objects into effect, and that to the exclusion of the Dominion legislature ;

" Considering that said company respondents, have not been incorporated by the legislature of the Province of Quebec, nor under or by virtue of any law in force in the said Province, but have assumed and carried on operations in the said Province under an Act of incorporation of the Dominion Parliament passed in the 37th year of Her Majesty's Reign, being cap. 103, the said Dominion Parliament having no right to incorporate a company with power to carry out such objects ;

" Considering that by the laws in force in the Province of Quebec, corporations are not entitled to acquire or hold immovable property unless thereto authorized by some special law emanating from a legally constituted authority having power to make such law, and the respondents have not shown that any special law or authority sanctioned by law exists to entitle them to hold or possess real or immovable property within the Province of Quebec ;

" And considering that there is error in the judgment rendered in this cause by the Superior Court sitting at Montreal on the 9th day of July, 1881, doth reverse, annul and set aside the said judgment, and proceeding to render the judgment which the said Superior Court ought to have rendered, doth adjudge and declare that the said company, respondents, had and have no right to act as a corporation for or in respect of any of the said operations of buying, leasing or selling of landed property, buildings and appurtenances thereof, or the purchase of building materials to construct villas, homesteads, cottages or other buildings and premises, or the selling or letting of the same, or the establishment of a building or subscription fund for investment or building purposes, or the acting as agents in connection with such operations as the aforesaid or any like affairs, or any matter of property or civil rights, or any objects of a purely local or provincial nature, in any manner or way within the said Province of Quebec, and doth prohibit the said company respondents from acting as a corporation within the said Province of Quebec for any of the ends and purposes aforesaid, and this Court doth further condemn the

said company to pay the appellant the costs as well of the Court below as of the present appeal, (Monk, J., dissenting.)"

Girouard & Wurtele for the Appellant.

Robertson & Fleet for the Respondent.

Doutre, Q.C., Counsel.

SUPERIOR COURT.

MONTREAL, March 31, 1882.

Before MACKAY, J.

NIELD V. VINEBERG.

Principal and Agent—Ratification.

During the plaintiff's absence from Montreal, his book-keeper and principal clerk signed in his behalf an agreement of composition with a debtor, and in pursuance thereof collected from the assignee the dividend realized from the estate. The plaintiff was informed by his clerk by letter of what he had done, and did not object at the time ; but on his return to Montreal in the following month he claimed the whole debt from the debtor, crediting the dividend as a payment on account. Held, that under the circumstances, there was a ratification of the clerk's act.

PER CURIAM. The plaintiff sues upon a note of April, 1881, for \$287.88. The plaintiff says that about the 26th of July, 1881, he "received from the defendant for and on account of the said note, \$75.84, leaving a balance of \$212.04." This is what is concluded for.

There are several pleas ; their substance may be stated thus :—"What I owed you I paid you in July, 1881. In July I assigned my estate to one Lindsay for the benefit of you (plaintiff), and my creditors, by an agreement, and you, in consideration of it, discharged me, and you ought to return me this note now. Lindsay sold the estate and you received from him in July last \$173.48, your share of the proceeds, in payment of what claims you had, including this note now sued upon." There is a replication by which the plaintiff admits to have received the \$173.48 in July, but he says from the defendant, and that no agreement was ever signed by him to discharge the defendant, as now claimed by the defendant ; if any document purports to discharge defendant from plaintiff's claim, it must have been signed without plaintiff's authority and against his will.

I consider this action an unfair and oppressive one, seeing what has passed. It is proved that