

Quebec.]

THE EXCHANGE BANK OF CANADA V. THE
PEOPLE'S BANK.

Bank cheques—Acceptance by Cashier and President at a future date—Liability of Bank.

In 1881, G., having business transactions with the Exchange Bank, agreed with C., President and Manager of the Bank, that in lieu of further advances the Bank would accept his cheque, but made payable at a future date. On the 19th October, 1881, G. drew a cheque on the Exchange Bank, and after having it accepted as follows: "Good on February 19th, 1882, T. Craig, Pres.," got the cheque discounted by the People's Bank and deposited the proceeds to his credit in the Exchange Bank. This cheque was renewed on the 23d of May, and it was presented at the Exchange Bank and paid. Thereupon another cheque for the same amount was accepted in the same way and discounted by the People's Bank on the 7th September, 1883. At the time of the suspension of payment by the Exchange Bank, the People's Bank had in its possession four cheques signed by G. and accepted by T. Craig, President of the Exchange Bank, which were subsequently presented for payment on the dates when they were payable, and duly protested, and also after the three days of grace.

The total amount of these cheques was \$66,020.64, and one of them, viz., the one dated 7th September, 1883, for \$31,000, was a renewal of the cheque the proceeds of which had been paid to the credit of G. in the Exchange Bank. C. was manager as well as president of the Exchange Bank.

On an action brought by the People's Bank against the Exchange Bank, for the recovery of the sum of \$66,020.74, based on the four cheques in question, the Exchange Bank pleaded *inter alia* that C. had not acted within the scope of his duties and within the limits of his powers, and that the Bank had never authorized or ratified his acceptance of G.'s cheques.

Held, affirming the judgment of the Court of Queen's Bench (Strong, Taschereau and Gwynne, JJ., dissenting), that under the circumstances the Exchange Bank was liable for

the acceptance by their president and manager of G.'s cheques discounted by the People's Bank in good faith and in due course of business.

Appeal dismissed without costs.

Macmaster, Q. C., for appellants.

Geoffrion, Q. C., for respondents.

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GILLESPIE V. STEPHENS.

Reddition de comptes—Settlement by mandator with his mandatary without vouchers, Effect of—Action en redressement de compte.

Held, affirming the judgment of the Court below, that if a mandator and a mandatary, labouring under no legal disability, come to an amicable settlement about the rendering of an account due by the mandatary, without vouchers or any formality whatsoever, such a rendering of account is perfectly legal, and that if subsequently the mandator discovers any errors or omissions in the account his recourse against his mandatary is by an action *en redressement de compte*, and not by an action asking for another complete account.

Appeal dismissed with costs.

Nicolls and Fleming, Q. C., for appellant.

Carter, for respondent.

DUFFUS V. CREIGHTON.

Sheriff—Action against—Execution of writ of Attachment—Abandonment of seizure—Estoppel.

A writ of attachment against the goods of M. in the possession of S. was placed in the sheriff's hands and goods seized under it. After the seizure the goods, with the consent of the plaintiff's solicitor, were left by the sheriff in charge of S. who undertook that the same should be held intact. The sheriff made a return to the writ that he had seized the goods. The sheriff subsequently sold the goods under executions of the creditors. In an action against the sheriff:

Held, reversing the judgment of the Court below, that the act of leaving the goods in the possession of S. was not an abandonment by the plaintiff's solicitor of the sei-