

sureties. The evidence shewed that the defendant S. was largely indebted to plaintiff for advances made by plaintiff's agent, for which plaintiff was anxious to obtain collateral security, and that the notes were taken for that purpose and not as ordinary discounts. The signature of the defendant M. to the notes was obtained by plaintiff's agent under instructions from the cashier of the bank. At the time the notes were signed plaintiff's agent was told by M. not to take them unless the other signatures were obtained, and replied "that is all right." The notes were signed in defendant's office, and that no part of the transaction took place in the office of the bank.

Held, setting aside the findings of the jury, that the signature of M. was clearly obtained in the course of the business of the agency, and within the scope of the agent's authority, and that his knowledge of the condition upon which the signatures were obtained must be held to be the knowledge of the bank.

Held, also, that if the agent, acting under the authority of the cashier, applied to the defendant M. to sign the notes, and, in order to induce him to do so, agreed to any condition, or did anything to lead M. to believe that they would not be used by the bank until another person had signed them, the bank would be bound although the conduct of the agent was unauthorized and knowledge was concealed from its officers.

W. E. Roscoe, K.C., for appellant. *J. J. Ritchie*, K.C., for respondent.

Province of Manitoba.

KING'S BENCH.

Richards, J.]

ABELL v. McLAREN.

[May 28.

Deed of land—Description—Ambiguity—Charge on homestead before patent—Dominion Lands Act, s. 42.

The written contract signed by defendant for the purchase of machinery from the plaintiff provided for a lien or charge upon the "N.E. $\frac{1}{4}$, section 2, township 4, range 14," without stating whether the range meant was 14 west or east of the principal meridian, both of which ranges are in this province; but the evidence shewed that it was range 14 west that was intended.

Held: 1. That the expression N.E. $\frac{1}{4}$ sufficiently designated the north-east quarter, as such contractions are in daily use.

2. That in this case the description was sufficient to warrant the order for a charge on the N.E. $\frac{1}{4}$, 2-4-14 W., for—(a) if judicial notice should be taken of the surveys that had been already made in Manitoba, and of those which had not been made, then, as township 4 in range 14 east had not been surveyed, township 4 in range 14 west must have been