

as are not made a permanent portion of the land, and may be passed from hand to hand without reference to, or in any way affecting, the land; and the "delivery" referred to in the same clause means only such delivery as can be made without a trespass or a tortious act.

An instrument conveying an interest in lands and also fixtures thereon does not require to be registered under the Nova Scotia Bills of Sale Act (R.S.N.S. 5, ser. c. 92) and there is now no distinction in this respect between fixtures covered by a licensee's or tenant's mortgage and those covered by a mortgage made by the owner of the fee.

Appeal dismissed with costs.

*Harris*, Q.C., for the appellant.

*Harrington*, Q.C., for the respondents.

New Brunswick.]

[June 6.

RICHARDS v. BANK OF NOVA SCOTIA.

*Principal and agent—Agent's authority—Acting beyond scope—Representation.*

The manager of a branch of a bank induced the drawee of a draft to accept by representing that the bank held goods as security for it, and when the goods were sold the draft would be protected. This representation was made to serve the interests of the manager himself, who was speculating in the goods, as well as those of his brother. The bank sued the acceptor on the draft who pleaded that he was induced to accept by fraud of the manager and for the accommodation of the bank.

*Held*, affirming the decision of the Supreme Court of New Brunswick, that the representation made to further the private ends of the manager himself, or of a third person, could not be said to be the representation of the bank, and that it was immaterial whether or not the acceptor believed the agent had authority to make it.

*Held* also, that if the manager was the bank's agent to present the draft and procure its acceptance, the bank was only affected with the agent's knowledge of what was material to the transaction, and what it was his duty to make known to his principals.

Appeal dismissed with costs

*Blair*, Q.C., Attorney-General of New Brunswick, and *Pugsley*, Q.C., for the appellant.

*Bordon*, Q.C., and *Coster*, for the respondents.

North West Territories.]

[May 18.

HOWLAND v. GRANT.

*Debtor and creditor—Composition and discharge—Acquiescence in—New arrangement of terms of settlement—Waiver of time clause—Principal and agent—Deed of discharge—Notice of withdrawal from agreement—Fraudulent preference.*

Upon default to carry out the terms of a deed of composition and discharge a new agreement was made respecting the realization of a debtor's assets and their distribution, to which all the executing creditors appeared to have assented.