

defendant, upon the condition that a valid lease existed between both companies. He claims that he is released from all liability under said lease towards the plaintiff.

The plaintiff's answer to this last plea, is that defendant Eaves was well aware of the position which existed at the time of the lease, between the Syndicate and its president Starnes, as he was a friend of this latter, and was sharing the same office and was in constant business with them.

The Superior Court maintained the action considering that the plaintiff in leasing the room to the defendant, through and by his president, acted in good faith, and was not put upon the inquiry as to any limitations of the latter powers by the by-laws of said company, and that the company defendant cannot plead the fraud of its own president; and that the said syndicate had the benefit of the lease.

But the Court of Review reversed this judgment and dismissed the action against both defendants, for the following reasons:

La Cour, après avoir entendu les parties par leurs avocats respectifs sur la demande des défendeurs pour faire reviser le jugement rendu par la Cour supérieure siégeant dans le district de Montréal, le dixième jour de mars mil neuf cent seize; après avoir examiné le dossier et la procédure en cette cause, et avoir sur le tout mûrement délibéré:—

“Considérant que la qualité de président de la compagnie défenderesse ne donnait pas à J. R. Starnes l'autorité nécessaire pour consentir le bail qu'il a consenti, et lier la compagnie défenderesse;

“Considérant que ladite compagnie défenderesse n'a jamais autorisé ledit J. R. Starnes à consentir ledit bail,