

PRINCIPAL AND AGENT.

1. *Account Sales rendered during series of years—Acquiescence—Proof—C. C. 1234.* The respondents, consignees at Montreal, under a written agreement, of appellants in Belfast, Ireland, accounted from time to time for the goods consigned to them, but never made any return for the price of the cases in which the goods were packed. These cases were always charged in the appellant's accounts, but the only reference made by the appellants to the omission to account for the packing cases, was contained in a letter in which they merely said: "We observe you do not make any return for the cases." The written agreement did not make any mention of the cases. Three years later the account was closed without any reservation as to the packing cases. The appellants afterwards brought an action in *assumpsit* for the price of the cases. *Held*, that the action could not be maintained, seeing that the appellants had notice during three years, through the respondents' accounts, that the packing cases were not being allowed for; and that parol evidence was inadmissible to vary the terms of the written agreement by proving an understanding that the cases should be paid for. *Ulster Spinning Co. & Foster*, 396.
2. *Action en reformation de compte.* See Account, 167.
3. *Agent exceeding limits of mandate—Responsibility.* An agent who has only a limited authority, and who by going beyond his authority, even while acting in good faith, causes his principal to suffer a loss, is obliged to pay the loss. And so, where a person instructed a bank clerk to give a cheque for the amount of a certain account, and the clerk, late at night, gave the party the money instead, thereby preventing his principal from rectifying an error which existed in the account, it was held that the clerk could not recover from his principal the amount paid in excess of what was really due. *Shea & Prendergast*, 439.
4. *Consignees taking goods at fixed prices, profits over these prices to be his—Rights of consignor.* The fact that an agent to whom goods are consigned for sale is to have for himself all that he can get over a schedule price, does not make him the owner of the goods, and the price, when collected by his assignee after his insolvency, does not fall into his estate, except such portion thereof as represents the agent's profit. And so, where an agent took over a stock on consignment, under an agreement in writing by which he was to account for goods sold as per price list supplied to him by the consignor, the profits over this price to belong to the agent—it was held that the consignor was entitled to be paid in full, per price list, for goods sold by the agent before his insolvency, but the price of which was collected by his assignee subsequently. *Schlback et al. & Stevenson*, 391.
5. *Money deposited by lender with her notary—Responsibility for default of notary.* Where the amount of a loan was deposited by the lender with her notary, with instructions to hold it until the obli-