

C. of A.]

NOTES OF CASES.

[Q.B.]

signee has thus no opportunity of taking the security at a valuation for the benefit of the creditors.

Merrit and *Blackstock* for the appellants.

Bain for the respondent.

Appeal allowed.

C. C. Northumberland.]

[Dec. 20.]

ROSS v. FITCH.

Attorney and client—Principal and agent.

W. & Co., attorneys, in the Province of Quebec, requested the defendant an attorney in the Province of Ontario, to take proceedings to collect the amount due on a promissory note, which certain clients of theirs, living in the Province of Quebec, were the holders. The defendant issued the writ in the name of B. & Co., and endorsed thereon his own name as attorney. He, however, never had any communication with them, treating W. & Co. as his principals, and he credited them with the amount of the note when collected.

Held, that the plaintiff, who was assignee of B. & Co., was entitled to recover the amount of the judgment so recovered from the defendant; the rule, that the town agent of a country principal is not responsible to a client of the latter, not being applicable, as it was held that W. & Co. were the plaintiff's agents, to retain the defendant to act as their attorney, and the relation of attorney and client was, therefore, created between them.

C. Robinson, Q. C., for the appellant.

J. B. Clarke for the respondent.

Appeal dismissed.

C. C. Grey.]

[Dec. 20.]

TROUT v. MOULTON.

Promissory note—Double stamping.—42 Vict., c. 17, sec. 13.

The plaintiff objected to purchase a note from one C., on the ground that it was insufficiently stamped, whereupon C. affixed double stamps and then transferred it to the plaintiff, who did not notice that C. had omitted to cancel the stamps until some time afterwards, when his attorney mentioned it to him, when he at once double stamped it, and cancelled the stamps in accordance with 42 Vict., c. 17, sec. 13.

Held, that the evidence shewed that the plaintiff took the note in the full belief that it had been properly double-stamped by C., who

was, at the time, the holder, and that he was entitled to cure the deficit by double stamping.

Bethune, Q. C., for the appellant.

J. K. Kerr, Q. C., for the respondent.

Appeal allowed.

Proudfoot, V. C.]

[Dec. 27.]

FINN v. DOMINION SAVINGS & INVESTMENT Co.

Fraud—Principal and agent.

The plaintiff, who applied to the defendants, through one W., their agent, for a loan, requested them, by his application, to send the money "by cheque, addressed to W." In accordance with their custom to make their cheques payable to their agent, and the borrower to insure the receipt of the money by the latter, they sent W. a cheque payable to the order of himself and the plaintiff. W. obtained the plaintiff's endorsement to the cheque, drew the money, and absconded. The plaintiff swore that he did not know that the paper he signed was a cheque, and there was no evidence to shew that he had dealt with W. in any other character than as the defendant's agent, through whose hands he expected to receive the money.

Held, affirming the decree of Proudfoot, V. C., restraining proceedings on the mortgage which the plaintiff had given the defendants as security for the loan and directing a reconveyance; that W.'s duty to the plaintiff was to endorse the cheque to him, or to see that the money reached his hands, and that the defendants, who had put it into his power to commit the fraud, must bear the loss occasioned by their agent.

MacLennan, Q. C., for the appellant.

Bethune, Q. C., *contra*.

Appeal dismissed.

QUEEN'S BENCH.

In Banco.]

[Nov. 22, 1880.]

NICHOLSON v. PHOENIX FIRE INSURANCE Co.

Insurance—Grocery—Sale of liquor—Non-avoidance of policy.

Held, that by insuring a village "Grocery" an insurance company had notice that liquor might be sold therein; and that the non-dis-