

was paid in full up to that date. There was no resolution of the board either in regard to his appointment or dismissal.

*Held*, that the contract of May 8th, 1893, was merely a joint and several contract of the directors who signed it, and not a contract binding upon the company, and that the directors who signed that contract had no power to bind the company, even if they so intended.

*Held* also, that the payments made to plaintiff by the treasurer of the company were not evidence of ratification of the contract of May 8th, and would not be evidence of an implied contract of general hiring.

*Held*, also, that plaintiff could not recover on a general contract, even if such a contract could be implied, his claim being based entirely upon the contract of May 8th, 1893.

MCDONALD, C.J., dissented.

Kenny, for plaintiff.

Ritchie, Q.C., for defendant.

Full Court.]

[Jan. 12.

CROWE v. CRAIG ET AL.

*Trustee—Negligence in management of trust property—Held liable for misappropriation by co-trustee.*

The defendant C. allowed M. to have the entire management of property of which they were co-trustees, and apart from signing releases when he was asked to do so by M., and from time to time asking what had been done with the money, did not interfere in any way, M. having misappropriated funds belonging to the estate,

*Held*, that C. was personally responsible.

Lovitt, for plaintiff.

McInnes and Kenny, for defendant.

Full Court.]

[Jan. 12.

CHISHOLM v. THE CITY OF HALIFAX.

*Municipal corporation—Agreement to restore property to original condition—Evidence of omission to do so—Necessary incident of work.*

The defendant corporation constructed a pipe line through plaintiff's property under an agreement which required the soil removed for the purpose of laying the pipes to be "well and sufficiently closed up," and the land and premises so broken up to be "made good." The evidence showed that in places the soil covering in the pipes was from two to two and a half feet above the original level.

*Held*, that this was not a sufficient compliance with the terms of the agreement. But,

*Held* also, that the use of stones in filling up the trench, which interfered to some extent with the plowing and cultivation of the surface, was a necessary incident of the construction of the line.

Harrington, Q.C., for plaintiff.

McCoy, Q.C., for defendant.