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DAME ROBIDOUX v. ROYAL BANK OF CANADA.
Archer, J.

account with the bank, and dated March 11, and the second accounted for a cheque for $100 drawn by him to her order on March 18. The total of these two sums, namely $250, she deducted from $2,025, and setting up—as was the fact—that the Quebec Bank had been taken over by the Royal Bank, sued the latter for the balance, on its repudiation of liability as a consequence of having paid out to her agent, Delisle, in virtue of the power of attorney.

It was held by the court below that the power of attorney was exhausted by depositing the cheque. There are several points raised by the pleadings, but the only question which arises in my mind in this case is as to the interpretation to be given by the above power of attorney dated December 23, 1915. This power of attorney had been given to Arthur Delisle, not only to withdraw a cheque from the Harbor Commissioners, but to get the cash. He certainly could have gone to the Bank of Montreal, under this power of attorney, endorse the cheque, and receive the money immediately. Instead of going to the Bank of Montreal, he got the Quebec Bank to collect this cheque for him, and instead of drawing the money out of the bank immediately, he withdrew the sum of $2,023 by 9 cheques, the first being for $1,025 on December 28, and the last on or about February 9, 1916.

When Delisle received this money from the Quebec Bank the bank had no knowledge of any breach of trust committed by Delisle, who presumably was drawing these cheques to get cash for his client, the plaintiff. Moreover, we must bear in mind the last part of the power of attorney, which says that she, Louise Robidoux, ratified in advance all that he would do in order to withdraw the said sum (ratifie d'avance tout ce qu'il fera pour retirer la dite somme). Under these circumstances, and seeing the wording of the power of attorney, I am of opinion that Delisle's mandate was not exhausted when he withdrew from the Quebec Bank the sum of $2,023, and the bank was justified in paying the cheques presented by Delisle.

Having come to this conclusion, I do not deem it necessary to discuss the interpretation to be given to ss. 95 and 96 of the Bank Act. The only recourse the plaintiff has is against Delisle, her agent. Under these circumstances I am of opinion to reverse the judgment and dismiss the action with costs of both courts.

Appeal allowed.