

by the defendants for farm purposes of portions of land subject to the easement when the easement was not required; but their lordships held that the abandonment being a question of intention the evidence was insufficient to establish such intention to abandon either the entire right, and was also inconclusive to prove an abandonment of portions thereof. With regard to the omission of any reference to the easement in the certificates of title: although the Victoria statute requires the registrar to specify any subsisting easement as an incumbrance affecting the land, yet, notwithstanding, the Judicial Committee agreed with the colonial court that the omission of the registrar to enter the easement on the certificate of the title of servient tenement did not bar the claim thereto. We may observe that easements under the R.S.O., c. 116, s. 24, need not be specified in the certificate of title, but the land is subject to all subsisting easements unless the contrary is stated.

PRINCIPAL AND AGENT—POWER OF ATTORNEY—POWER TO BORROW—INDORSEMENT OF BILLS "PER PRO."

*Bryant v. La Banque du Peuple*, (1893) A.C. 170, is an appeal from the Court of Queen's Bench of Quebec. Two points are decided, viz., that where a person deals with an agent knowing him to be such (and the indorsation of bills "per pro" is a sufficient intimation that the indorser is acting as agent), then it is his duty to ascertain the limits of such agent's authority, and that a power of attorney authorizing an agent to make contracts of sale and purchase, charter vessels, and employ servants, and as incidental thereto to do certain specified acts, including indorsement of bills and other acts for the purposes therein aforesaid (but none of which included the borrowing of money), does not authorize such agent to borrow on behalf of his principal, or bind him by contract of loan, such acts not being necessary for the declared purposes of the power. And, secondly, that where the agent is acting ostensibly within the terms of his power, then a person dealing with him *bona fide* for value is not affected by the agent's having acted fraudulently in the exercise of his power. In short, to adopt a passage from the judgment of the Court of Appeal of the State of New York in *President, etc., of the Westfield Bank v. Cornen*, 37 N.Y.R. (10 Tiff.) 322, approved of by the Privy Council: "Whenever the very act of the agent is authorized by