

the city and K. stated above, create a trust in respect of the 20 cents per yard to be paid on the contract price per yard when the same should be paid by the city: *Gregory v. Williams*, 17 Revised Reports 136, explained in *Re Empress Engineering Company*, 16 Ch. D. 129, C. A., and see *Re Flavell*, 25 Ch. D. 89, C. A.

(2) That this gives plaintiff an equity to the fund, which had not been displaced, and that defendant had not an equal equity.

(3) That constructive notice had been given by the fact that agreement between K. and the city had been in defendant's house, and that K. had told her what it was, and had given her permission to read it if she wished.

(4) Per WALKEM, J., that plaintiff was entitled to that sum (amount paid into Court), as being part of a particular fund out of which, according to the agreement of the 29th December, she was to be paid.

MacNeill (Harris & MacNeill), for plaintiff.

Davis, Q.C., for defendant.

COUNTY COURT, VANCOUVER, B.C.

DAVIE, C.J.,
Sitting as C.C. Judge. }

CUNNINGHAM v. ALTAS CANNING CO.

Validity of actions of directors of companies not passed at a general meeting
—Agent for unknown principal—Liability of principal.

This is a case in which two persons in the employ of a company, but who were also managing directors of the company, made an agreement without the knowledge, it is claimed, of the President and of the Financial Manager, with the plaintiff, who is a livery stable keeper, to supply rigs to convey them to Steveston, as they required during the fishing season. At the end of the season plaintiff rendered his account first to those two persons, then on finding out the principals for whom they were acting, to the defendants; defendants refused to pay account, and action was commenced.

Held, that as managing directors acting on the company's business, those men had a right to hire rigs at the expense of the company, and that the plaintiff, not knowing the principals, was right in charging the agent, but when principals became known he was right in charging them. That defendants should pay the bill and costs of the action.

R. W. Harris, for plaintiff.

J. G. Godfrey, for defendants.

The right of one who kills his ancestor to inherit from the latter, is sustained in *Carpenter's Appeal*, 170 Pa. 203, 29 L.R.A. 145, following the Nebraska case of *Shellenberger v. Ransom*, 25 L.R.A. 564, against the New York case of *Riggs v. Palmer*, 115 N.Y. 506, 5 L.R.A. 340; but the Pennsylvania case was based in part on a constitutional provision against attainders working corruption of blood and forfeitures of estate.