

DAME ROBIDOUX v. ROYAL BANK OF CANADA.

QUE.

Quebec Court of Review, Demers, Archer and Lamothe, J.J. September 26, 1918.

C. R.

PRINCIPAL AND AGENT (§ II A—7)—POWER OF ATTORNEY—AUTHORITY TO WITHDRAW FUNDS FROM BANK—WITHDRAWAL BY SEVERAL CHEQUES—RATIFICATION.

A power of attorney filed with the bank at the time of depositing a certain sum of money, authorising the attorney to withdraw the said sum, and give a receipt for same, and to endorse all documents and cheques and ratifying in advance all that the attorney would do to withdraw the said sum, is not exhausted by withdrawing by cheque a part of the money, and the bank is justified in paying cheques issued by the attorney until the sum deposited has been withdrawn.

APPEAL from the judgment of the Superior Court. Reversed.

Statement.

Pelissier & Co., for plaintiff; *Brown, Montgomery & Co.*, for the bank..

The judgment of the court was delivered by

ARCHER, J.:—On December 20, 1916, plaintiff personally, and as tutrix to her minor children, recovered judgment from the Harbour Commissioners of Montreal for \$2,025 due under the Workmen's Compensation Act for the death of her husband. Her attorney in the proceedings was Mr. Arthur Delisle. On December 27, 1916, the Harbour Commissioners issued a cheque to the order of plaintiff for \$2,025, and on the next day this cheque was deposited in the Quebec Bank endorsed: "For deposit only; Marie Louise Robidoux (widow Lapointe). Arthur Delisle, attorney."

Archer, J.

At the time of the deposit, Delisle filed with the bank a power of attorney, the original of which was dated December 23, 1915. The power of attorney sets out that Marie Louise Robidoux authorized Delisle to withdraw on her behalf from the Harbour Commissioners the sum of \$2,025, to give to them in her name a receipt, and to endorse all documents and cheques, ratifying in advance all he would do to withdraw the said sum.

Acting under this power of attorney, Delisle withdrew from the bank by 9 cheques the sum of \$2,023, the first cheque being for \$1,025, on December 28, 1915, and the last being for \$48 on February 9, 1916, all cheques being payable to Arthur Delisle or bearer. Plaintiff stated in her evidence that she knew nothing of the deposit of the cheque in the bank or of the withdrawals, but acknowledged that on March 14 she drew the proceeds of a cheque for \$100. The first of these cheques accounted for a cheque for \$150 drawn by Arthur Delisle, in trust, to her order on his own