1902.
October 29.

SUPPRAMANIAN CHETTY *v.* WHITE.

D.C., Kandy, 8,517.

(Daragala Estate Case.)

Principal and agent—Superintendent of estate—Authority to pledge credit of owner—Action for money and value of goods supplied for the benefit of the estate—Conduct of owner, superintendent, and creditor—Estoppel by representation in rendering of accounts—Right of owner of estate to estop creditor who made the representation—Evidence Ordinance, No. 14 of 1895, s. 115.

S by his agent supplied C C, the superintendent of a tea plantation, with rice and money for a series of years, rendering his account to C C month by month, who thereupon reported the state of the accounts to A C, who held a power of attorney from Mr. White, the proprietor of the estate. A C instructed his bankers to honour C C's cheque for the amount required. C C then drew in favour of S a cheque, signing W's name and under it his own name, with the word " superintendent " added. Thus A C, as agent of W, regularly kept C C in funds, but C C did not pay S as regularly.

When C C, preparing to go on leave, found that Rs. 20,416 was due to S, he requested S's agent not to demand a settlement of this balance from E, who had been appointed to act for C C. S's agent agreeing took care to obtain from C C personally a promissory note for that amount in November, 1899. E acted as superintendent from December, 1889, to end of June, 1890. During this period S's agent supplied rice and money as before, but did not inform E of the outstanding balance, nor did he show it in the monthly accounts rendered to E. C C's promissory note, which S's agent had discounted at the local bank, was dishonoured a short time before C C returned to his work.

After C C's return to the estate S's agent rendered accounts to C C, appropriating the payments made by E towards reduction of the old balance left by C C, and so the accounts ran on till the 9th November, 1893, when C C wrote to S: " I enclose a cheque for Rs. 4,931.59, *balance due to end of May, 1893.* "

1902.
October 29.

Held, in an action brought by S against W's administrator to recover the balance sum of Rs. 24,111 as due to him in respect of dealings between May and November, 1893, that he was not entitled to judgment, (1) because the superintendent (C C) had only the ordinary implied authority to pledge the defendant's credit for a limited period, and (2) because the plaintiff's conduct in accepting from the superintendent a promissory note personally for the amount of the old balance, and agreeing to keep the person who acted for him in the dark as to the old balance, estopped him from saying that the defendant owed him the sum claimed.

THE facts of this case are reported in *5 N. L. R. 150*. Aggrieved by the judgment pronounced by the Supreme Court on the 15th July, 1900, the plaintiff brought it in review before the Supreme Court collectively on 12th September, 1902.

Dornhorst (with *Bawa*), for plaintiff, appellant.—The plaintiff sued the defendant for the recovery of the balance value of goods supplied and money lent to defendant. The goods and money were given to one Mr. Cantlay, the superintendent of a tea estate belonging to the defendant. The defendant denied his liability to pay the amount claimed. The Supreme Court upheld the contention of the defendant's counsel in appeal that plaintiff was estopped from asserting that the defendant owed him any money because, in collusion with Cantlay, he had omitted to render accounts to the defendant showing a balance against him, when Cantlay went on leave to England in November, 1889, and Evans succeeded him as superintendent. There are no facts to support the plea of estoppel. The proprietor of an estate is liable for the debt incurred by its superintendent (*Sirajudin v. Walker, 5 N. L. R. 371*). There is no evidence that Cantlay was kept in funds to meet all demands. Granting it to be true that Cantlay had requested the plaintiff in October, 1889, not to inform his successor Evans of the balance appearing against him, and that plaintiff accepted from Cantlay a promissory note for Rs. 20,416.89, payable seven months after, for the balance due at the end of October, 1889, and failed to show in the accounts rendered to Evans any balance as due on the 1st November, why should it be presumed that, if Cantlay intended to deceive his master, the defendant, the plaintiff also connived in the fraud? There is no proof of such fraud. The plea of estoppel has therefore no foundation. Nor does the plea of novation avail. The promissory note accepted by the plaintiff only suspended the liability of the defendant. As the note was not paid, the liability for the old debt was renewed (*Currie v. Misa, 10 L. R. Exch. 163*).

Van Langenberg, for the defendant, respondent, cited *Smith v. Kay* (*7 H. L. 759*); *3 Burge's Col. Laws, 786; Sinnaya Chetty v.*

1902.
October 29.

Guy (*4 S. C. C. 40*), *Kutta Perumal Chetty v. Martin* (*5 ib. 33*), *Raman Chetty v. Whittall* (*6 ib. 115*), *and Ephraims v. Jansz* (*3 N. L. R. 142*), and argued that plaintiff was estopped by his conduct from suing the defendant, and that his acceptance of the promissory note from Cantlay was a delegation, if not a novation, of the debt.

Dornhorst, in reply.

Cur. adv. vult.

29th October, 1902. MONCREIFF, A.C.J.—

I had an opportunity of stating my opinion of this case when it was argued on appeal. The case now comes before the Collective Court for review preparatory to appeal to His Majesty in Council. Further argument has not altered my opinion.

The action was brought by a Chetty, trading as S. R. M. S. Suppramanian Chetty, against the owner of a tea estate named White for a balance of Rs. 24,111.99 alleged to be due on goods sold and delivered to, and for money borrowed by, Charles Cantlay, the superintendent of Daragala estate. The District Judge has given the plaintiff judgment for Rs. 22,744.25, with interest.

Charles Cantlay was superintendent of Daragala from January, 1881, until the beginning of 1894. The estate was financed in the usual way. The plaintiff, a rice merchant and money-lender, supplied the estate, and rendered his account month by month to the superintendent; the superintendent reported to the proprietor's agent, and month by month the agent instructed his bankers to honour the superintendent's cheque for the amount required. The agent in this case was Alexander Cantlay, Charles Cantlay's brother, who held a power of attorney from White, the proprietor of the estate. White was not resident in Ceylon.

Charles Cantlay paid the Chetty with some regularity, but he did not report to his brother, and thus did not receive funds to meet all the liabilities shown in the Chetty's books. In a letter dated the 9th November, 1893, he wrote these words to the Chetty: "I enclose you a cheque for Rs. 4,931.59, balance due to end May".

According to the plaintiff, there was at the end of May a balance of more than Rs. 20,000 due to him. Towards reducing it he appropriated all the payments made by Charles Cantlay between the end of May and the end of October, 1893. The amount of Rs. 4,931.59 paid by Charles Cantlay on the 9th November extinguished that balance; but there remained due to the Chetty, in respect of dealings from May to November, a sum of more than Rs. 24,000, of which neither White, the proprietor, nor Alexander Cantlay, the agent of the estate, had ever heard.

When the case was argued on appeal it was shown by reference to the accounts (which begin in 1881) that from the first the superintendent began to fall into arrears in his payments to the Chetty until, when he left the Island for six months in the end of 1889, arrears had accumulated representing the debts of five or six months, and amounting to a total of Rs. 20,416.89. The evidence does not enable us to say by what means this was done, but it leaves little doubt as to what Charles Cantlay was doing. The Chetty's books, which are admitted to be in order, show that the superintendent was apparently paying him less than the amount which was due from time to time, and that the deficiency steadily increased.

If Charles Cantlay had not been kept in funds by his employer, the transactions could have been explained. But the defendant White was a man of means, who, it is admitted, would readily have met any legitimate expenditure incurred by the superintendent. Charles Cantlay did not apply for money to meet these arrears. Alexander Cantlay, who was visiting agent, says distinctly, "I believe my brother did not keep a ledger; monthly reports were sent to me, and I paid him the balances shown to be due". The arrears seem to have been carefully concealed from White and his agents, and Alexander Cantlay did not know of them until he wrote on 18th January, 1894, to the plaintiff, saying that he had just heard from his brother "that he owes you a good deal of money, and I am going over to investigate the matter at once".

An attempt was made by the plaintiff to show that Charles Cantlay had power to pledge White's credit, and that there was nothing questionable in his not getting funds from White for goods he had bought on credit. Counsel cited *Sinnayah Chetty v. John Guy* (*4 S. C. C. 40*), *Kutta Perumal Chetty v. Martin* (*5 S. C. C. 33*), *Ramen Chetty v. Whittall* (*6 S. C. C. 116*), *Serajudin v. Walker* (*5 N. L. R. 371*).

It is undoubted that a superintendent has not, simply by virtue of his employment, implied authority to pledge his employer's credit. In the ordinary course of dealing, which was pursued in this case, he acquires authority to do so to a limited extent. During the first month he obtains from the Chetty what he requires for the estate. At the end of the month the Chetty renders his account. the superintendent reports to his employer's agent, and the agent authorizes his bankers to honour the superintendent's cheque. That was the course pursued in this case. Charles Cantlay had thus, speaking roughly, implied authority to pledge White's credit for a month or two months. If he had been left without funds for a longer period, his authority

1902.
October 29.
MONCREIFF, A.C.J.

would have been extended accordingly. But the evidence is that he was always kept in funds, and, if that is true, he had no more than the usual authority, which must be familiar to the plaintiff, to pledge his employer's credit from month to month. He had no authority to pledge White's credit continuously for six months, and I think that the plaintiff knew that he had no such authority. I think so partly on account of the incident I am about to refer to, but also because it is incredible that a Chetty, whose shrewdness is proverbial, should not at an early day ask himself why the superintendent of a solvent proprietor should month by month, and year by year, be running deeper into his debt?

When Charles Cantlay left the Island in the end of 1889 he knew that his place would be occupied during his absence by Mr. Evans, and that if Evans heard that he had pledged his employer's credit for more than Rs. 20,000, the whole story would come to the knowledge of White. He went therefore to Nonis, the clerk of the Chetty, and "instructed" him not to demand a settlement of the balance from Evans. Nonis at once agreed to this; and, as I can well believe, was not at all surprised at the request. He thought, however, the occasion sufficiently unusual to warrant him in exacting from Charles Cantlay a promissory note for Rs. 20,416.89, the amount supposed to be due from the estate at that date. The note has disappeared. It was, according to the copy, dated 5th December, 1889, and made payable seven months after date at the New Oriental Bank's Company, Kandy. It was endorsed by the plaintiff, and noted for non-payment 8th July, 1890. There is no further evidence on the subject, but counsel for the plaintiff were instructed to say that the plaintiff discounted the note, which was afterwards returned to Charles Cantlay.

Alexander Cantlay was, as administrator of White's estate, substituted as defendant on the death of White. Neither he nor White imputed fraud, and I presume it is not open to this Court to suggest it.

The defendant's second defence, however, being estoppel, we are entitled to go into transactions which may seem to suggest fraud, with a view to understanding the plaintiff's attitude towards the defendant. As we have a definition of estoppel in the Ceylon Evidence Ordinance, No. 14 of 1895, section 115, it is best to set out the section. It runs tus:—"When one person has by his declaration, act, or omission intentionally caused or permitted another person to believe a thing to be true and to act upon such belief, neither he nor his representative shall be allowed in any suit or proceeding between himself and such person or his representative to deny the truth of that thing"

The defendant's allegation is that the plaintiff, by his act or omission, intentionally caused or permitted him to believe a certain state of things to exist, and to act upon his belief.

I think that the Chetty understood Charles Cantlay's position. He knew that, to all intents and purposes, Evans was White, and he agreed for a consideration to withhold from White the fact that his superintendent had pledged his credit for more than Rs. 20,000. The exaction of a promissory note from Charles Cantlay shows that he (the Chetty) knew that the request involved something for which payment might be exacted, not from the estate, but from Charles Cantlay; and, if he had not known it before, his assent to Charles Cantlay's request shows that he then knew that the liability had never been disclosed to White, and that Cantlay in incurring it had pledged his employer's credit without authority. It seems to me that, when the plaintiff fulfilled his part of the bargain and sent in his monthly account without the balance to Evans, he repeated to the defendant the representation which Charles Cantlay had been making all along, that White owed nothing beyond the amount of his monthly account.

The plaintiff kept his word. Evans acted as superintendent of Daragala from December, 1889, to the end of June, 1890. It is clear from the accounts, which we have examined, that—except in May and June, for the latter of which months he of course did not receive the account—he discharged the plaintiff's claim from month to month, and that he had no reason to suppose that his payments were appropriated to a balance which was standing over. When Charles Cantlay came back the old procedure went on until, on the 9th November, 1893,—no doubt on the demand of the plaintiff—he wrote to the plaintiff enclosing the cheque for "Rs. 4,931.59, balance due to end May". Shortly after this he seems to have admitted the truth to his brother, and these proceedings resulted.

The defendant was engaged in business as a tea planter. The representations made to him by the act or omission of Charles Cantlay and the plaintiff were in connection with his business. The plaintiff, whose duty it was—if he looked to him—to inform him of any balance which was honestly due, actually took a course which prevented his discovering the truth. It cannot be said that the defendant did not act on the representation. He continued his business on the footing that there was no balance due from him to the plaintiff, and he continued to do two things which but for this representation he would not have done. He kept Charles Cantlay on as superintendent, and he allowed him

1902. October 29. MONCREIFF, A.C.J.

to deal regularly with the Chetty. He would never have assented to the endurance and increase of his debt from 1890 to 1894. It is not necessary to show that he suffered injury by doing so; it is enough that he would be prejudiced by being compelled to pay this balance to the plaintiff.

I am of opinion that the order of the Appeal Court dismissing the plaintiff's action was right, (1) because the superintendent had only the ordinary implied authority to pledge the defendant's credit for a limited period, and his transactions did not make the defendant liable on this claim to the plaintiff; (2) because the plaintiff is estopped from saying that the defendant owes him the sums he claims.

MIDDLETON, J.—

This is a claim by a Chetty rice merchant and money-lender against the proprietor of the Daragala tea estate for Rs. 24,111.99 for goods sold and delivered and money lent from 1st June, 1893, to 18th January, 1894. The plaint alleged transactions between the parties from 1st January, 1889, but asserted that defendant's liability on these transactions was satisfied up to the end of May, 1893, by payment of a cheque in November, 1893, for Rs. 4,931.59 on that behalf by defendant's superintendent, Charles Cantlay, and sought to appropriate all defendant's payments on account between May and November, 1893, to the satisfaction of the alleged pre-existing debt up to end of May, 1893. The defendant denied his personal liability as owner of the estate, and, admitting transactions between his superintendent and the plaintiff, denied the alleged settlement of account to the end of May, 1893, and asserted an over-payment of all sums due and owing since April, 1890.

The District Judge gave judgment for the plaintiff for Rs. 22,944.25, holding the defendant liable, and on appeal to the Supreme Court the case was sent back, without a decision as to the defendant's liability as owner, for an account to be taken from the beginning of all transactions between the parties resulting in the alleged debt of Rs. 24,111.99.

A commission was issued to an accountant, who went into the accounts between the parties from the beginning, and the District Judge again gave judgment for Rs. 22,744.25. In the course of his judgment the District Judge stated that it appeared that on the 5th December, 1899, Charles Cantlay, defendant's superintendent, gave a promissory note to the plaintiff for Rs. 20,416.89, payable seven months after date, for the balance due at the end of October, 1899. which the plaintiff alleged he took as security for the re-payment

of that amount; that Charles Cantlay left the estate in November, 1889, and returned in June, 1890, shortly before the note fell due. During his absence Evans was defendant's superintendent, and when Evans took charge he was not informed of the balance outstanding at that date, as to which Cantlay had expressly asked the plaintiff not to inform Evans. For this reason none of the accounts rendered to Evans showed any balance due by his predecessor. The District Judge also held that the granting and accepting of this promissory note was not a novation of the debt as a personal debt of Cantlay, a point which then seems to have been taken for the first time.

The case again went in appeal to the Supreme Court, where the question of estoppel was for the first time raised and decided in favour of the defendant, and it is now before us in review previous to an appeal to His Majesty in Council.

The first question is whether the superintendent, C. Cantlay, had authority to pledge the credit of his principal, the defendant, by the purchase of rice and borrowing of money. In my view the question whether an agent has authority to bind his principal must of necessity depend on the circumstances. It has been held in Ceylon that a tea estate superintendent, from the fact of his being such superintendent only, has no implied authority to pledge his principal's credit, and also that if he is " put in funds " he would certainly have no authority to do so. In this case, from 1881 to 1889 goods were supplied and money lent to Charles Cantlay by the plaintiff, which, it is not denied, must have been used, at any rate to a considerable extent, on the Daragala estate. These goods were in the ordinary course of business paid for, and the cash supplied on cheques signed, according to A. Cantlay, " A. C. White, Daragala estate account; Charles Cantlay, superintendent ". This is evidence, I think, that the proprietor had ratified the conduct of his superintendent in obtaining goods on credit by paying for them (*R. M. M. R. M. Raman Chetty v. James Whittall, 6 S. C. C. 115, per* Burnside, C.J.). This form of signature sanctioned by White, it seems to me, held out to plaintiff that White was the principal, and that, as White appeared as the principal according to the signature and paid in part for what Cantlay ordered, plaintiff had some ground to assume that White was the principal, and had given authority to Cantlay to pledge his credit by monthly orders to a certain extent. But A. Cantlay in his evidence says that his brother sent him monthly reports, and that he (A. Cantlay) paid him the balance shown to be due, and that no balance sheets were rendered. The plaintiff was also continually paid by cheques of a less value than the goods

1902. *October 29.*

MIDDLETON, J.

supplied monthly, and when Cantlay went home there was a very large amount of arrears due by a proprietor whom by that time the plaintiff, if he was giving the credit, must have discovered was a man capable of paying them. Why then did not the plaintiff insist upon being paid, unless Cantlay showed him some further authority for keeping the state of affairs from Evans? Either he was not giving credit to White, or he must have been willing or anxious to conceal the existing state of things from White. On the other hand, if he thought White wished to conceal the condition of things from Evans, surely he should have verified this by a direct application to White's agent, A. Cantlay.

This brings me to the question of estoppel. According to the evidence given by Nonis, when C. Cantlay left in November, 1889, there was a balance due of Rs. 20,416.89 to the plaintiff on the transactions between the plaintiff's firm and Cantlay, and Cantlay before leaving asked that his temporary successor in the office of superintendent, Evans, should not be applied to for the settlement of the account, which was agreed to by Nonis, and Cantlay was himself personally willing to give a promissory note for the sum in question. The Chetty must therefore have been put on inquiry by this action of Cantlay's as to how far Cantlay's authority as regards his principal's credit extended. Why was it that C. Cantlay desired to keep from the new superintendent the extent of his principal's liability? No inquiry is however made, but the Chetty agrees to the concealment and takes a promissory note from the agent personally. This seems to me to meet the argument that plaintiff might have considered that, as Cantlay had authority to pledge his principal's credit, he had therefore authority to prevent the accounts going in to Evans.

The note in question, plaintiff's counsel stated to us, was, he was instructed, discounted at a bank, but, being returned to him dishonoured, was handed to Cantlay on his return to Ceylon. From the accountant's report, the promissory note was never passed in the accounts of the plaintiff as is customary in European firms, and Nonis, plaintiff's clerk, states that the note not being met was returned to C. Cantlay. It would appear that the plaintiff himself was not personally in Ceylon when the note was given, and it was drawn in favour of the firm, and, as Nonis says, as security for the debt due. The note, of which an alleged copy appears at page 119 of the record, was signed by C. Cantlay only and witnessed by Nonis.

The question is whether the plaintiff, by accepting this promissory note from C. Cantlay personally for the sum there alleged by plaintiff to be due to him by the Daragala estate, and his agreeing

with Cantlay to keep Evans in the dark as to White's indebtedness without any inquiry, is now estopped from proving such indebtedness.

Section 115 of the Evidence Ordinance, No. 14 of 1895, is as follows: " When one person has by his declaration, act, or omission intentionally caused or permitted another person to believe a thing to be true and to act upon such belief, neither he nor his representative shall be allowed in any suit or proceeding between himself and such person or his representative to deny the truth of that thing ".

Has the plaintiff then, by Nonis's act in accepting a promissory note from C. Cantlay personally, and agreeing not to acquaint defendant's temporary agent, Evans, with the fact that there was a large outstanding debt due to plaintiff by defendant, intentionally permitted the defendant to believe a thing to be true and to act on such belief? The thing that plaintiff permitted defendant to believe to be true was that he was not indebted to the plaintiff, and the action on such belief was a continuance of Cantlay, as agent, which defendant would most certainly not have done. I take it, if he had discovered that his credit had been pledged to the extent of Rs. 20,000 more than he knew of. If the defendant had known of his indebtedness, he would have been in a position at once to challenge the accounts and to seek redress, if such was due from C. Cantlay. That plaintiff acted intentionally. I think must be inferred from his failure to make inquiry.

In *Casperz on Estoppel by Representation ad Res Judicata in British India, 2nd edition, p. 46*, the Privy Council is reported in its judgment on appeal, in the case of *Vishnu v. Krishna* (*I. L. R. 7 Madras*), to have said, " It would be most inequitable and unjust to a person that, if another by a representation made, or by conduct amounting to a representation, has induced him to act as he would not otherwise have done, the person who made the representation should be allowed to deny or repudiate the effect of his former statement to the loss and injury of the person who acted on it ". Again, in the case of *Cave v. Mills, 7 H. & N. 913,927 (1862)*, where a surveyor, for fear his expenditure should be thought extravagant, knowingly omitted certain items from the accounts, and the trustees, under whom he was employed, were led to act on the false statement, it was held he could not afterwards recover the sums omitted both on the principle laid down in *Shaw v. Picton, 7 B. & C. 715 (729) (1825)*, and on the principle of estoppel, Wilde, B., saying, " that there were variations of one and the same broad principle, that a man shall not be allowed to blow hot and cold, to affirm at one time and deny at another "

1902. *October 29,* MIDDLETON, J.

I think, therefore, that the plaintiff, by his omission to inform Evans, is estopped from denying the truth of what he intentionally permitted the defendant to believe, and therefore from proving for any sums alleged to be due to him before the date of the promissory note given by C. Cantlay on the 5th December, 1889; and as that, I understand, disposes of his entire claim against the defendant, judgment should, in my opinion, be entered for the defendant and this appeal dismissed.

GRENIER, A.J.—

I have had the advantage of perusing the judgment of my Lord and my brother Middleton. The view I take of the case is so completely in accord with that taken by my Lord, that it is unnecessary for me to recapitulate the facts, or to deal at any length with the points that were discussed at the argument of this appeal.

In my opinion the plaintiff cannot now be heard to say that, although he accepted the promissory note from Charles Cantlay for Rs. 20,416.89, dated the 5th December, 1889, he still meant to look for payment to the defendant, or that he has any claim against him. From the fairly long course of dealing that plaintiff had with Charles Cantlay, it must be presumed that he knew what the extent of Charles Cantlay's authority was, and that that authority did not extend beyond the right to pledge his principal's credit for a month or two months at the most. When Evans succeeded Charles Cantlay temporarily, the plaintiff adopted precisely the same course of dealing with him; and there is abundant evidence to show that, so long as Evans was superintendent, the plaintiff rendered his accounts monthly, and they were settled monthly. The evidence of Alexander Cantlay, which was not impeached, shows that Charles Cantlay sent in his monthly reports to him, and that he paid him the balance shown to be due. This disposes of the question in favour of the defendant as to whether Charles Cantlay was placed in funds to carry on the cultivation and upkeep of the estate. We have, therefore, these two points established in the case—firstly, that Charles Cantlay was placed in funds by the defendant during the whole of the time he was superintendent of this estate, equally with his *locum tenens*, Evans, and that the plaintiff knew that Charles Cantlay's authority, like Evans's, was limited to the extent I have already mentioned.

This being so, it seems clear to me that in accepting the promissory note from Charles Cantlay, the plaintiff entered into a secret agreement with him that the defendant, who naturally

had no reason whatever to suppose that there was anything wrong with the accounts of this estate, should be kept in the dark as to the real state of the accounts. If it were otherwise, plaintiff could have easily communicated with Alexander Cantlay, defendant's attorney in Ceylon, and Charles Cantlay's conduct would then have been brought to the notice of defendant, and his subsequent re-employment rendered highly improbable. But plaintiff not only concealed the fact of Charles Cantlay's misconduct from the knowledge of the defendant, but he accepted Evans's monthly payment as if no previous balances were due, and made no mention to him, and through him to the defendant, that there was this large sum outstanding. Even when Charles Cantlay on his return displaced Evans, no intimation was given to the defendant that the plaintiff would appropriate the payments that Charles Cantlay would make in reduction of the old debt; and the plaintiff thus, by these several acts of omission and by his general conduct, intentionally induced the belief in defendant's mind that all previous monthly balances had been settled, and that there was nothing due by him to plaintiff, save the current accounts, as they occurred monthly, and which were paid monthly, Charles Cantlay being regularly placed in funds for that purpose.

In my humble opinion, even if I have to apply the test to this case which has been applied by this Court to other similar cases, I should say that of two innocent people, assuming that plaintiff knew nothing personally of what his agents were doing, the plaintiff ought to suffer. No doubt the plaintiff's agent, in accepting Charles Cantlay's promissory note, acted within the scope of his authority. There is no proof to the contrary, and there is no suggestion that he had no authority. He must have fully expected that the note would be paid at the due date. He did not regard it as mere waste paper, and if Charles Cantlay had fulfilled his engagement, the defendant never would have heard of this matter at all. Does, then, the fact of Charles Cantlay not taking up this note at the due date alter the legal relations between the plaintiff and defendant which were brought about by the conduct of the plaintiff himself, conduct which must be governed by the broad principles of the doctrine of estoppel, and which readily falls within those principles as in this case? The whole crux of the case seems to me to be here, and I would answer this question in the negative, and, therefore, in favour of the defendant.

I agree with the rest of the Court to affirm the judgment sought to be appealed from.