Nova Scotia] [Dec. 9, 1895.

LAW *v.* HANSEN.

Action—Bar to—Foreign judgment—Estoppel—Res judicata—Foreign judgment obtained after action begun.

A collision occurred at sea between the ship "Rolf" belonging to H., and the barque "Emilie L. Boyd" belonging to L., by which both vessels were damaged. L. took proceedings against the "Rolf" in the District Court for the Eastern District of New York, which resulted in a decision that the "Boyd" was solely to blame for the collision, and this decision was affirmed by the final Court of Appeal for such cases. Before this judgment was obtained H. had taken an action in the Supreme Court of Nova Scotia against L., to which L. pleaded that the negligence of those in charge of the "Rolf" was the sole cause of the accident. After the American Court had given judgment in the former cause, H. replied to this plea, setting up the said judgment as a conclusive answer, and on the trial it was held that such judgment estopped L. from again contesting the question as to his negligence, though the trial judge was of opinion that the "Rolf" was to blame. This decision was affirmed by the full Court.

Held, affirming the judgment of the Supreme Court of Nova Scotia, that the judgment of the American Court, in proceedings between the same parties and involving the same issue, was a bar to a later action in Nova Scotia, and it made no difference that such later action was begun before said judgment was obtained.

Appeal dismissed with costs.

Borden, Q.C., for the appellants.

Newcombe, Q.C., and *Drysdale* for the respondent.

British Columbia.] [Dec. 9, 1895.

LOWENBERG *v.* WOLLEY.

Principal and agent—Negligence of agent—Financial brokers—Lending money for principal—Liability for loss—Measure of damages.

W. having money to invest, consulted a member of the firm of L. & Co., brokers and real estate agents, who informed him that he had a first-class "gilt-edged" investment, and W. gave him $5,500, authorizing him to lend it on the security mentioned, and as it was represented by the broker. The security was a mortgage on land, and the broker personally knew neither the borrower nor the property, but acted on the certificate of two friends of the borrower, neither of whom had experience in valuing real estate, which represented the land to be worth $7,000. No interest was ever paid on the mortgage, and on attempting to realize on the security it was found that the land was not worth more than half of the amount loaned. W. then brought an action against L. & Co. for the amount of the loan, claiming that they were guilty of negligence in the transaction.

Held, affirming the decision of the Supreme Court of British Columbia, that the evidence established that L. & Co. were agents of W. in the matter of the loan, as they professed to act for him and in his interest, and it made no