mandatory is a sufficient consideration for his promise to render service in respect of them; in other words, that the owner's trusting him with the goods is a sufficient consideration to oblige him to do without negligence what he agreed to do. SeeWheatley v. Low, Cro. Jac. 668; Shilliber v. Glyn, 2 M. & W. 143; Coggs v. Bernard, 2 Ld. Raym. 909; Whitehead v. Greetham, 2 Bing. at p. 468; Hart v. Myles, 4 C.B.N.S. 371; Beale on Bailments, p. 105.

There was, therefore, in this case, a contract entered into between the defendant and the plaintiff whereby the defendant agreed that he would take the money down to the city hall and buy the tickets. There was no thought or suggestion, at the time, that any one else should do it for the defendant; and, I think, the nature of the services to be rendered necessarily imports into the contract a promise that what was to be done was to be done by the defendant personally. The plaintiff handed the money to the defendant because he knew him and had business relations with him, and the commission was one which called for honesty and care.

The plaintiff is, I think, entitled to judgment on two grounds. First, there being a contract, the defendant is responsible for any breach of that contract. The question on this branch of the case is not whether the defendant was negligent in handing the money over to Innes and asking him to undertake the commission, but whether the defendant, through his agent or employee, Innes, was guilty of misconduct or dishonesty or gross negligence. In this particular case, the defendant must be held responsible for Innes's acts. Innes's negligence or misconduct is the defendant's negligence or misconduct, so far as the determination of this case is concerned.

Then, I think, the plaintiff is entitled to judgment on another ground. Even if it be necessary to shew that the defendant was grossly negligent in handing the money to Innes, I have reached the conclusion that, inasmuch as the defendant knew that the plaintiff was trusting him only and relying upon his personal honesty, the handing the money over, without the plaintiff's knowledge or consent, to a young man who had not been doing work of that kind or importance, and who had not been intrusted with any large sums of money at one time, and who was a mere errand or delivery boy, was, in the circumstances, such negligence on the part of the defendant as makes him responsible for the money.

Mr. Macdonald referred to the case of Tindall v. Hayward, 7 U.C.L.J.O.S. 243, which in some respects is akin to this, and