

TORONTO ELECTRIC LIGHT CO. v. GIBSON ELECTRICS LIMITED—  
KELLY, J.—SEPT. 28.

*Conversion of Chattels—Evidence — Liability — Damages — Third Parties—Liability over—Costs.*]—Action for damages for the removal by the defendants Stein and Dodin of a motor generator set leased by the plaintiffs to the defendants Gibson Electrics Limited for use in a business which they carried on in premises in Church street, in the city of Toronto, leased from Granites Limited, who were brought in as third parties by the defendants Stein and Dodin. The action was dismissed, by an order made before the trial, as against the defendants Gibson Electrics Limited. On the 3rd October, 1913, these premises were almost totally destroyed by fire, and the contents thereof, including the generator set, seriously damaged. Granites Limited employed Stein and Dodin to remove the ruins of the building and all rubbish. In the course of their operations, Stein and Dodin sold the generator set, and the purchaser removed and disposed of it. Upon conflicting evidence, the learned Judge finds that the defendants Stein and Dodin are liable to the plaintiffs, and that the third parties are liable over to the defendants—the liability being limited to the value of the generator set when the defendants Stein and Dodin took possession of it. This value the learned Judge finds to be \$125, and gives judgment for the plaintiffs for that sum with County Court costs against the defendants Stein and Dodin, and for these defendants against the third parties for the same amount and the plaintiffs' costs. No set-off of costs in favour of the defendants. No costs, except as above, as between the defendants and the third parties. If any of the parties so desire, further evidence as to the amount of damages may be submitted, and in that event the question of the costs of the action will be reserved. H. H. Dewart, K.C., for the plaintiffs. J. Singer, for the defendants Stein and Dodin. J. R. Code, for the third parties.