

misrepresentations of material matters which effectually vitiated the transaction as between the original parties to the note. It would be a futile attempt for the Snow Plough Company to seek the intervention of a Court to enforce payment from the deceived person, and the bank occupies, in the circumstances, no superior position; so that I would entirely agree in the judgment in appeal. It should be affirmed with costs.

The foreign company licensed to do business in Ontario has not the same name as the company to whom this note was given, but it is not necessary to deal with the possible effect of that upon this transaction, taking the view we do of this appeal.

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RE SOLICITOR—MASTER IN CHAMBERS—FEB. 5.

*Solicitor—Change—Right of Majority of Administrators to Choose Solicitor for Estate—Solicitor's Charges.*]—Motion by two administrators for delivery of papers by a solicitor. The solicitor was originally retained by three administrators. Two of them afterwards employed another solicitor, but the remaining administrator still adhered to the first choice, and forbade the delivery of the papers and documents of the deceased to the new solicitor. The original solicitor's costs had been paid, as he admitted, except the charge for publication of an advertisement for creditors. This, the Master thought, should be paid, as it was a proper step and necessary for the protection of the sureties. The Master said that he had not found any authority on the question, and none was cited. But it would seem on principle that the will of the majority must prevail. The solicitor would probably act on this without the formality of an order. In that case, there would be no costs of this motion, leaving the matter to be dealt with when the estate should be wound up and the compensation of the administrators settled. H. T. Beck, for the applicants. H. J. Martin, for the solicitor.

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SKILL V. LOUGHEED—MASTER IN CHAMBERS—FEB. 5.

*Security for Costs—Action Brought by Creditor in Name of Assignee for Creditors—Creditor out of the Jurisdiction—Affidavit of Assignee—Dispute as to Place of Residence.*]—Motion by the defendant Frances M. Lougheed for an order for secur-