category as advice given out of charity or benevolence. For the reasons he had given he thought it clear that even in such cases of charity or benevolence failure to exercise due care would entail liability on the person who had voluntarily undertaken the duty. But from beginning to end this was a business transaction on the part of the bank, as was pointed out by the Lord Chief Justice in his summing up on the first trial.

For these reasons the case was properly left to the jury, and the decision of the Court of Appeal entering judgment for the respondents was erroneous.

His Lordship then referred to the claim founded on the discharge of the Leiser mortgage and upon the whole case, subject only to the question of damages, he said that he could not see any misdirection in point of law which would justify an order for a new trial, nor, in his opinion, could the verdict be set aside as against the weight of evidence. Upon the question of liability the learned Judge seemed to him to have put the case to the jury fairly and adequately.

There remained, however, the question of damages, and on this point he thought that the judgment for £25,000 was not warranted by the finding of the jury. They found damages for "£25,000 and all securities to be returned to the defendant bank." The jury had no power to give a verdict of that kind. The appellant held the securities and the jury ought to have estimated their value and allowed it, if any in reduction of damages. The result was that there must be a new trial on the question of damages in the absence of an agreement between the parties.

In his opinion the appeal ought to succeed, subject to a new trial or inquiry as to the amount of the damages.

LORD ATKINSON'S JUDGMENT.

Lord Atkinson regretted that he was unable to concur in the judgment of the Lord Chancellor He said that the Lord Justices based their judgment on two grounds: (1) That there was no evidence before the jury proper for their consideration on which they could find that the respondents had authorized their local manager at Victoria, one Galletly, to advise the appellant on the subject of his investments in Canada, or that the respondents owed any duty to the appellant to advise him carefully or at all; (2) that Lord Tenterden's Act applied to innocent representation. He agreed with the Court of Appeal as to the first ground. He could not agree with them as to the second. On the contrary, Lord Tenterden's Act only applied to fraudulent representations, not to an innocent representation.

After referring to the statement of claim his Lordship said that it was urged that Canadian banks and their officers in this matter of advising their customers on investments were in the position of skilled persons, such as doctors and lawyers, who if they undertook, even gratuitously, to treat or advise a person were bound to use the skill and knowledge they had, or professed to have, and that if they omit to do this they were guilty of gross negligence (Shiells v. Blackburne, 1 Hy. Bl., 158; Coggs v. Bernard, 1 Sm. L.C. 191). Even if that were the true position of these officials it would not by any means follow that Galletly was, as agent of the bank, bound to give the appellant the information suggested.

It could not be contended that if a doctor when advising a patient gratuitously told the latter that in his (the doctor's) opinion the patient's symptoms were those of indigestion, not heart disease, he was bound in addition to inform the patient, if the fact were so, that many other doctors thought that symptoms such as the patient's were indicative of heart disease, or that a lawyer who was advising a client gratuitously on a point of law was not only bound to tell him truly what his opinion on the point was, but in addition if the facts were so, to add that several lawyers held a contrary opinion. No authority was cited in support of such a strange proposition. Moreover, so far from there being anything to show that the bank and its officers were in fact, or held themselves out, as being persons skilled in advising upon investment, though by the Revised Statutes of Canada, 1906, c. 27, by section 76, they were authorized to engage in and carry on such business as generally appertained to the business of banking, yet they were, except so far as authorized by that act, prohibited from lending money or making advances on the security of or by the hypothecation of land. It was not, however contended in this case that it was within the scope of the employment of every local manager, or even of the general manager of the bank, to advise all their customers gratuitously or at all upon the subject of investment; but that, owing to certain special facts and circumstances proved in evidence in this case, it might be inferred that Galletly, as manager of the Victoria branch of the defendant bank, was acting within the scope of his authority and in the course of his employment in recommending the appellant to make a loan to this company on the security of a second mortgage of the portions of their property mentioned in the schedules annexed to the deed of mortgage.

Referring to the letter of Sir Edward Clouston, he said that if Sir Edward meant to give to all his local managers to whom that letter might be presented by the appellant the vast authority which it was urged he had given, no reason could be suggested why he should not have done that in clear and specific language. In His Lordship's opinion upon the evidence the letter did not derive from the occurrences alleged to have taken place at the second interview any significance or meaning beyond what it had from the first; he was therefore of opinion that there was not before the jury any evidence proper for their consideration on which they could as reasonable men find as they had found (1) that Galletly was clothed with authority to give, on behalf of the respondents, advice to the appellant as to his investments; or (2) that the respondents owed any duty to the appellant to advise him upon the matter of his investment carefully or at all. Having come to that conclusion, it was not necessary to decide whether, if such a duty as was last mentioned had existed, there was any evidence before the jury to sustain a finding that the bank were, through their agent, guilty of a breach of it amounting to gross negligence, but the inclination of his opinion was that there was no such evidence before them. He was of opinion on the whole case that if the learned judge had at the trial been asked, on the grounds he had mentioned, to direct a verdict for the defendants, the bank, he should have done so.

His Lordship then dealt with Lord Tenterden's Act, Section 6. In his opinion the object of Lord Tenterden's Act was to secure that in all actions for deceit the false and fraudulent representation relied upon should be proved by a written document signed by the party to be charged and in no other way. No new staute was required at the time the act was passed to deal with innocent representations. The statute was, he thought, designed to deal with false and fraudulent representations and those alone, and being of that opinion he thought that, in spite of the generality of words "any representation or assurance," he was acting on the principle of interpretation of statutes laid down in Stradley v. Morgan (Plowden, 204) bound to construe the act so as to carry out the intention of the Legislature which passed it, and to hold that it applied to representations and assurances of that character and to those alone.

On the whole, therefore, he was of opinion that the appeal failed and should be dismissed, with costs there and below, but if this conclusion were not arrived at by their Lordships' House he thought this verdict could not be allowed to stand. Issues were left to the jury upon which there was no evidence, the case of the defendants was never properly put before them, and the damages were assessed upon an entirely erroneous basis and were possibly awarded for causes of action not proved to exist.

Lord Shaw agreed with the judgment of the Lord Chancellor, Lord Parker of Waddington and Lord Wrenbury delivered judgment to the same effect as Lord Atkinson.

SEPARATE SEALED TENDERS addressed to the undersigned, and endorsed "Tender for Medical Officers' Building; Nurses' Building; Orderlies' Building; Storage Building; and grading and road work, Ste. Anne, P.Q.", as the case may be, will be received at this office until 12 o'clock noon, on Wednesday, July 24, 1918, for the construction of the following military hospital buildings at Ste. Anne de Bellevue, P.Q., viz.: Medical Officers' Bldg., Nurses' Bldg., Orderlies' Bldg., and Storage Bldg., also for grading and road work.

Plans and specification can be seen and forms of tender obtained at the offices of the Chief Architect, Department of Public Works, Ottawa, the Overseer of Dominion Buildings, Central Post Office, Montreal, and the Superintendent of Military Hospital, Ste. Anne de Bellevue, P.Q.

Tenders will not be considered unless made on the forms supplied by the Department and in accordance with the conditions set forth therein.

Each tender must be accompanied by an accepted cheque on a chartered bank payable to the order of the Honorable the Minister of Public Works, equal to 10 p.c. of the amount of the tender.

By order,
R. C. DESROCHERS,
Secretary.

Department of Public Works,
Ottawa, July 9, 1918.

The Steel Company of Canada, Limited.

ORDINARY DIVIDEND NO. 6.

Notice is hereby given that a dividend of one and one half per cent on the issued and fully paid Ordinary shares of the Company has been declared for the quarter ending June 30th, 1918.

PREFERENCE DIVIDEND NO. 28.

Notice is also given that a dividend of one and three quarters per cent on the issued and fully paid Preference shares of the Company has been declared for the quarter ending June 30th, 1918.

The above dividends are payable August 1st, 1918, to shareholders of record at close of business July 10th, 1918.

By order of the Board.
H. H. CHAMP,
Treasurer.

Hamilton, Ontario, July 3rd, 1918.

PROFESSIONAL

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