

LOUNT, J.

SEPTEMBER 26TH, 1902.

TRIAL.

ANDERSON v. ELGIE.

*Dower—Reference as to Damages—Arrears.*

Judgment, ante 550, corrected by directing that no damages are to be allowed for arrears of dower.

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FALCONBRIDGE, C.J.

SEPTEMBER 26TH, 1902.

TRIAL.

GUENOT v. GIRARDOT.

*Promissory Note—Agent for Collection—Power to Compromise—Striking out Claim for Wages.*

Action upon a promissory note and for wages, tried at Sandwich.

F. D. Davis, Windsor, and A. F. Healy, Windsor, for plaintiff.

J. L. Murphy, Windsor, and J. E. O'Connor, Windsor, for defendant.

FALCONBRIDGE, C.J.:—I find as a fact that the note sued on was indorsed by plaintiff and handed by him in November, 1901, after it became due, to Albert Guenot for collection as the agent of plaintiff, and that Albert Guenot never had any authority from plaintiff to make any settlement except to receive payment of the whole amount due thereon, and Albert Guenot subsequently handed back the note to plaintiff, who was and is the holder thereof. I find further that, if Albert Guenot had had authority to make any settlement for less than the face amount of the note, no settlement was in fact finally arrived at. Defendant never received back the note sued on, and of the \$50 which he paid to one Gignac, he has received back \$30, and can get the balance of \$20 when he wants it. The evidence about the claim for a balance of wages not being very satisfactory, I strike that claim out of the present suit, leaving it to be dealt with, along with defendant's claim on the two Guenots for rent, by the appropriate tribunal.

Judgment for plaintiff for amount of note and interest, with costs.