

ployment. Hearing much of money made by speculating in mining stocks, they determined to try their luck. They knew McCausland, a member of the defendants' firm of brokers, and entrusted him and his firm with their business.

Not being satisfied with the outcome, Kate brought an action in the County Court of the county of York against McCausland for \$192.50, claiming that she had entrusted him with this sum for investment in mining stocks and he had failed to so invest for her. She also brought an action, in the same Court, against the firm for two sums, \$152.50 and \$132.50, on a like claim. Georgina brought an action in the High Court on a similar claim, but claiming four sums, \$192.50, \$466.50, \$96.25 and \$180.50; \$935.75 in all (by a clerical error this sum is called, in the record, \$855.75).

The High Court case came on for trial before me at the non-jury sittings at Toronto. At that trial it appeared that the transactions referred to in the three actions were inextricably mixed together, and, accordingly, all parties agreed—most sensibly and properly—that I should try all the actions together. At the request, and with the consent of all parties, I did so. There was much confusion in the evidence of the plaintiffs, the two sisters, and it is impossible to place full reliance on their evidence. I do not think they wilfully misstated what they thought they recalled as facts; but intelligent as they probably are in their business of nurse and saleswoman, they seem not to have applied their minds much to any other phase of their dealing in mining stock than the anticipated profits. On one matter they so far disagree as that the one contends that a considerable sum of money handed her by her sister was in repayment of a debt, while the other contends that it was a loan (or a contribution to a joint enterprise). From a consideration of all the evidence I have come to the conclusion that when any stock was ordered to be bought, it was intended to be left in the hands of the brokers in a convenient form for immediate sale, and that both plaintiffs quite understood this and assented to it. Stocks which were paying dividends were, of course, to be transferred into the name of the purchaser, but not others. When dividend paying stock was bought it was so transferred, and I shall pay no more attention to this—all the complaint is as regards the non-dividend paying stock—purely speculative stock.