

I feel quite sure that it was open to Witherford, and that he would have defendants' sanction, to buy from any one who had the animals, either "live or dead." The letter written by defendants is, in general terms, intended to cover just what defendant Sterling said in his evidence, and was not intended to mean that the bank was to find out exactly to whom the money was being paid and what it was being paid for, except in a general way, and that the drafts might be made by Witherford instead of by the bank, as the literal interpretation of the letter would make it.

Taking this view of the whole matter, it seems to me that defendants must be held indebted to plaintiffs for the payment of the Witherford cheques. Plaintiffs have acted in perfect good faith with defendants. Nothing else is charged against them, and the dealings since the letter are in no respect different from before. No objection was made by defendants on any settlement with Witherford, or in refusing any drafts paid by him in favour of plaintiffs until the refusal of the \$2,005 draft, which was subsequently paid. Defendants, therefore, recognized Witherford as their agent, and they were responsible for what he did as between him and plaintiffs.

It is not a case in which defendants were guaranteeing an indebtedness of Witherford. It was never intended that Witherford should be a debtor to plaintiffs. Defendants recognized themselves as debtors, and expected to pay that indebtedness when drawn upon for the amount of it. That seems to be clear by their accepting drafts when made by Witherford.

Upon the whole case, I think that defendants are liable.

Judgment for plaintiffs for \$650.33, with interest and costs.

CARTWRIGHT, MASTER.

JANUARY 16TH, 1906.

CHAMBERS.

WRIGHT v. ROSS.

*Venue—Change—Provisions of Contract as to Place of Trial
—Construction.*

Motion by defendants to change the venue from St. Thomas to St. Catharines.