dant has got a verandah nearly as good as that which she contracted for, and yet the result of this judgment is, that she escapes paying anything for it except the $10 which she has already paid.

This judgment, however, does not in any way preclude the plaintiff from recovering if it is possible for him to rectify what has been wrongly done. All that is decided is that at the time this action was brought he had no cause of action in respect of the contract.

We think, under all the circumstances, that we should follow what was done by the Official Referee, and dismiss the appeal without costs.

DIVISIONAL COURT. JANUARY 10TH, 1912.

WILLS v. BROWNE.

Bailment—Mandate—Negligence—Personal Trust — Delegation to Another—Liability for.

Action in the County Court of the County of York to recover $300, in the circumstances mentioned below.

The action was tried by DENTON, Jun.Co.C.J., without a jury.

W. D. McPherson, K.C., for the plaintiff.

H. C. Macdonald, for the defendant.

DENTON, Jun.Co.C.J.:—The plaintiff is a real estate agent, having an office in College street, Toronto; the defendant is a grocer, his firm having its store close to the plaintiff's place of business. The plaintiff and defendant had had business dealings before the transaction in question occurred, the plaintiff having collected the defendant's rents, and the defendant having borrowed money from the plaintiff from time to time on the security of these rents. On Saturday the 22nd July, 1911, between 11 and 11.30 in the morning, the plaintiff went to the defendant's store and asked him if he had time to go down to the city hall and buy for him $500 worth of tickets of admission to the Canadian National Exhibition. These tickets could then be bought at a discount of 10 per cent.; in other words, $450 would buy $500 worth of tickets. The defendant said that he had the time, and that he would get the tickets, whereupon the