

in the transaction and with reasonable care. The facts were not such as to render him personally liable for the plaintiff's loss upon this investment; and the finding on this head must be in favour of the defendants.

In January, 1909, the deceased bought for the plaintiff 500 shares of Trethewey Silver Cobalt stock at \$1.47 per share and 150 shares of Foster Cobalt stock at 50 cents a share. The learned Judge was of opinion that a case had not been made out against the defendants in respect of these and other purchases of mining stocks, except in the cases (if any) where the plaintiff was not advised of the purchases, as to which there should be a reference if the plaintiff desired.

As to the investments made in land mortgages in or about Edmonton, the plaintiff had made out a prima facie case against the defendants for any loss sustained, and was entitled to hold the defendants liable therefor. The defendants might, if they wished, have a reference to ascertain which of the securities, if any, were good and sufficient at the times of the respective investments; and the defendants should have the right to elect to take over these securities, paying the plaintiff the amount of her advances; the plaintiff to have a lien thereon until payment. If the defendants should not, within 30 days, elect to take over the securities, they should be sold, and the sums realised from the sale should be paid to the plaintiff, and the plaintiff should recover from the defendants the amount of the shortage (if any).

There should be a reference to the Master at Cobourg to take the accounts and ascertain the amount due to the plaintiff, having regard to the findings.

The plaintiff should have the costs of the issues upon which she had succeeded, and the defendants the costs of the issues on which they had succeeded. Further directions and subsequent costs should be reserved.

Reference, among other cases, to *Banbury v. Bank of Montreal*, [1918] A.C. 626.