any other person the authority given to the solicitor to sell. Indeed, there was positive evidence to the contrary.

With respect to the recognition of the plaintiff as their agent and the promise to pay commission, the defendants' minds never went with their act; when they signed, they believed that they were signing what it had been arranged that they should sign and what they expected and had reason to expect the solicitor would send them for signature, namely, an acceptance of an offer to purchase made by an intending purchaser, on terms discussed and agreed upon with the solicitor, and which he was instructed to embody in the contract. If negligence were material—which was doubtful in view of Carlisle and Cumberland Banking Co. v. Bragg, [1911] 1 K.B. 489, the defendants could not be said to have been negligent.

And, under these conditions, the defendants could not be held liable: Foster v. Mackinnon (1869), L.R. 4 C.P. 704; Lewis v. Clay (1897), 67 L.J.Q.B. 224; and the Bragg case, supra.

The appeal should be allowed with costs and the action dismissed with costs.

LATCHFORD, J., concurred, for reasons briefly stated in writing.

FALCONBRIDGE, C.J.K.B., and MAGEE, J.A., also concurred.

Appeal allowed.

HIGH COURT DIVISION.

BRITTON, J. JUNE 28TH, 1915.

*LAVERE v. SMITH'S FALLS PUBLIC HOSPITAL.

Negligence — Injury to Patient in Hospital — Carelessness of Attendants—Public Charitable Institution — Liability — Care in Selection of Attendants—Master and Servant.

Action for damages for negligence causing injury to the plaintiff, who was operated upon in the defendants' hospital, and who, by the reason of carelessness of the doctors or nurses or some one in attendance, was severely burnt by a hot brick or bricks in the bed to which she was removed after the operation and when she was unconscious. The doctors were not paid by the defendants; the nurses were; and the contract between the plaintiff and defendants was for a room, board, and attendance, for which she paid $9 a week.