

tween the plaintiff and the defendant was a loan upon the security of the stock, and not a purchase of the stock. Judgment for the plaintiff for the balance of the \$3,400 received by the defendant, after deducting the plaintiff's \$1,000 note and interest, with interest on the balance from the date of the receipt of the \$3,400, and the costs of the action. Counterclaim dismissed without costs. Hamilton Cassels, K.C., for the plaintiff. Leighton McCarthy, K.C., for the defendant.

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BRODEY V. LE FEUVRE—LENNOX, J.—APRIL 3.

*Principal and Agent—Account—Commission—Secret Dealings of Agent—Costs.*]—Action for \$3,832.48, moneys alleged to have been paid to the defendant for duties and services to be performed, but not performed, and moneys received by the defendant to the use of the plaintiff. LENNOX, J., said that, in the circumstances of this case, the defendant was not entitled to commission, and was bound to account to the plaintiff for his receipts beyond actual disbursements. He deceived the plaintiff and secretly dealt with the plaintiff's property as his own. Prima facie he was bound to account on the basis of the consideration, \$23,500, stated in his agreement with Mrs. Hurwitz, but his actual net profits could only be ascertained by a reference. He admitted that, counting the \$275 paid him by the plaintiff, he had net receipts to the amount of \$466.33 at all events; and, the plaintiff's counsel not insisting upon a reference, there should be judgment for this amount, with costs according to the tariff of this Court. The learned Judge added that, even if the plaintiff were only entitled to recover the commission which he paid the defendant, \$275, he would still direct the payment of costs on the Supreme Court scale. A. Cohen, for the plaintiff. R. B. Beaumont, for the defendant.

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RE TAYLOR—FALCONBRIDGE, C.J.K.B., IN CHAMBERS—APRIL 4.

*Assignments and Preferences—Assignment for Benefit of Creditors—Order of County Court Judge Allowing Creditor to Sue in Name of Assignee—Leave to Appeal—Assignments and Preferences Act.*]—Motion by the assignee for the benefit of creditors of J. G. Taylor, an insolvent, for leave to appeal from