

Reference to *Thompson v. McDonald* (1859), 17 U.C.R. 304; *Wilson v. Brown* (1881), 6 A.R. 87; *Devanney v. Brownlee* (1883), 8 A.R. 355; and other cases; also to *De Colyar on Guaranties*, 3rd ed. (1897), p. 422; *Chalmers on Bills of Exchange*, 7th ed. (1909), p. 244; *Halsbury's Laws of England*, vol. 2, p. 557; *Maclaren on Bills Notes and Cheques*, 5th ed. (1916), pp. 381, 382.

Judgment for the plaintiffs against the defendant W. W. Ferguson with costs.

Action dismissed as against the defendant John Ferguson without costs.

BANK OF OTTAWA V. DICK AND WALKER—KELLY, J.—NOV. 20.

*Banks and Banking—Money Applied by Bank for Purposes of a Business — Ownership of Business — Liability for Money — Evidence — Finding of Fact of Trial Judge.*]—Action to recover moneys alleged to have been lent by the plaintiffs to the defendants. The action was tried without a jury at Ottawa. KELLY, J., in a written judgment, said that the question of the defendants' liability depended on whether the business carried on in the name of "The Dick & Walker Company" belonged to the defendants, or whether it was the business of the plaintiffs, the defendants being merely the plaintiffs' employees. The plaintiffs asserted that there was a sale of the business to the defendants; that the defendants carried on the business and borrowed for the purposes of the business from the plaintiffs, and so incurred the indebtedness now sued for. Upon the evidence, the learned Judge found that a sale of the business to the defendants by the plaintiffs' nominee was contemplated, but was never carried through. The plaintiffs had failed to establish their claim, and the action must be dismissed with costs. Wentworth Greene, for the plaintiffs. N. G. Larmonth, for the defendant Dick. The defendant Walker was not represented.

BULMER V. BULMER—MASTEN, J., IN CHAMBERS—NOV. 21.

*Husband and Wife—Alimony — Pleading — Statement of Claim—Amendment.*]—Appeal by the plaintiff from an order of the Master in Chambers striking out portions of the statement of claim in an action for alimony. MASTEN, J., in a written judg-