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HIGH COURT DIVISION.

CLUTE, J.

JUNE 30TH, 1919.

BREWER v. McDOUGAL.

*Principal and Agent—Investments Made by Agent for Principal—
Liability of Agent's Estate for Losses—Trustee—Dealings in
Speculative Stocks—Want of Care in Investing in Mortgages
—Absence of Fraud—Honesty and Good Faith of Agent—
Account—Reference.*

Action by a married woman, living in England, against the executors of Henry I. Matthews, deceased, for an account of the dealings of the deceased with sums entrusted to him by the plaintiff for investment in Canada.

The action was tried without a jury at Cobourg.

W. J. Elliott, for the plaintiff.

F. M. Field, K.C., and W. F. Kerr, for the defendants.

CLUTE, J., in a written judgment, said that fraud was charged by the plaintiff in the pleadings, but the charge was expressly withdrawn at the trial.

There was no formal agreement indicating the terms upon which the plaintiff's moneys were put in the hands of the deceased.

Moneys of the plaintiff were invested by the deceased in the preferred shares of the Mineral Range Iron Mining Company. As to this investment, the learned Judge was of opinion that the deceased was not responsible for the original purchase of shares—he carried out what he and the plaintiff had agreed upon when she was in Canada. He acted in good faith and with the authority of the plaintiff. He exchanged the shares originally purchased for shares in a new company which was formed; and this exchange was wisely made and for the plaintiff's benefit. He acted honestly