
 REPORTS AND NOTES OF CASES.

Province of Ontario.

 COURT OF APPEAL.

From Armour, C.J.] WILSON v. HOTCHKISS. [July 7.
Company—Promoters—Principal and agent—Fraud—Deceit.

While promoters of a company, as such, are not agents for each other, it may be shewn that one or more of them has or have been authorized to act as agent or agents for the others, and the ordinary responsibility of principals then attaches.

Therefore, where promoters who were to receive for their services paid up stock in a company to be formed, authorized two of their number to solicit subscriptions for shares, and these two, by means of false representations induced the plaintiff to subscribe and pay for shares, the money being received and used by the promoters, the plaintiff was held entitled to repayment by the promoters of the amount paid.

Judgment of ARMOUR, C. J., affirmed.

Shepley, K.C., for appellants. Aylesworth, K.C., and J. M. McEvoy, for respondent, the plaintiff. D. L. McCarty, for respondent, the company.

From Divisional Court.] TRUSTS AND GUARANTEE COMPANY v. HART. [July 7.

Gift—Undue influence—Parent and child—Principal and agent.

In the case of a gift attacked on the ground of undue influence something more must be shewn than the mere fact that the donee was the agent of the donor, and in the absence of proof of more the donee is not called upon to shew independent advice.

The fact in this case of the donee being the son of the donor was held not to alter the principle applicable, the son being, as was found on the evidence, the agent and business manager of the father, and the gift in question which was made to the son as trustee for his children in consideration of services rendered by the son, was upheld.

Judgment of a Divisional Court, 31 O.R. 414; 36 C. L. J. 161, reversed.

Aylesworth, K.C., William Davidson, and C. H. Widdifield, for the various appellants. Wardrop, for the Standard Bank of Canada. Wallace Nesbitt, K.C., and E. M. Young, for respondents.