

learned Judge did not believe the plaintiff and Rosenbusch on this point, and found as a fact that the agreement sued on was in fact made after the authority of the agent Rosenbusch had been revoked. This finding sufficed to dispose of the action and rendered it unnecessary to discuss the other defences raised. The plaintiff's action should be dismissed with costs. J. A. Scellen, for the plaintiff. E. W. Clement, for the defendant.

WILKINSON V. WESTLAKE—LENNOX, J.—OCT. 10.

Carrier—Breach of Contract—Delay in Delivery of Trunk—Damages—Article Belonging to Brother of Plaintiff Contained in Plaintiff's Trunk—Joinder of Brother as Co-plaintiff—Costs—Scale of.]—Action against a carrier for damages for delay in delivery of a trunk. The action was tried without a jury at a Toronto sittings. LENNOX, J., in a written judgment, said that the defendant was a carrier of goods for hire, and on the 12th November, 1918, undertook to carry two trunks and other goods from the plaintiff's residence in Toronto to the Union Station and there deliver them to and ship them by the Canadian Express Company to the plaintiff at London, in consideration of the payment of \$2 paid to the defendant at the time. One of the trunks was not delivered to the express company to be forwarded until the 2nd April, 1919, although the defendant was in the meantime frequently requested by the plaintiff to carry out his contract. The delay was occasioned by the defendant's breach of contract and the gross negligence and want of care of the defendant and his servants. The plaintiff's evidence as to the terms upon which he delivered the goods to the defendant for carriage and shipment should be accepted. The trunk delayed contained valuable goods and commodities, of which the plaintiff was in immediate need; and, owing to the want of them, he was obliged to purchase other goods at high prices, and was put to other serious inconvenience and loss. A good deal of the plaintiff's damage was not the natural or ordinary consequence of the default of the defendant, and was not within the contemplation of the parties at the time of the contract. For this he was not entitled to recover. As the action was framed, there could be no recovery in respect of the artificial limb belonging to the plaintiff's brother. If, within five days, a consent to be joined should be filed on behalf of this brother, the record should be amended by adding him as a plaintiff. In that event judgment would be entered for the plaintiffs against the defendant for \$275 with costs on the County Court scale—\$75 for the brother and \$200 for the present plaintiff