

The size of the stone stable was not given in the representation, and it will be enough to assess the damages from this misstatement at, say, \$300, which the defendant should pay, with costs of appeal. The Judge gave no costs of the action, and this should not be disturbed.

CLUTE, J., wrote an opinion to the same effect, in which he referred to *Redgrave v. Hurd*, 20 Ch. D. 1; *Brownlee v. Campbell*, 5 App. Cas. at p. 950; *Smith v. Chadwick*, 9 App. Cas. 187, 190; *Arnison v. Smith*, 41 Ch. D. 367.

LATCHFORD, J., concurred.

STOW v. CURRIE—MASTER IN CHAMBERS—MARCH 14.

Security for Costs—Bond—Condition—Costs.]—Motion by the plaintiff for the allowance of a bond filed for additional security for costs pursuant to orders of the 25th January and 16th February: see ante 418, 458. The Master was of opinion that the condition of the bond was defective, and directed that a new bond should be filed; but, after that direction, the plaintiff elected to pay \$1,000 into Court in lieu of giving a bond, and did so. The only order made was one allowing the plaintiff to remove the bond from the files, and providing that the costs of the motion should be costs to the defendants in the cause. G. E. McCann, for the plaintiff. F. Arnoldi, K.C., for the defendants.

DAVIDSON v. ST. ANTHONY GOLD MINING CO.—SUTHERLAND, J.
—MARCH 14.

Principal and Agent—Authority of Agent to Pledge Credit of Company—Evidence—Onus.]—Action for the price of goods alleged to have been supplied by the plaintiff to the defendants, an incorporated company. The plaintiff alleged that the goods were ordered for the defendants by S., who had authority to bind the defendants, or to whom an option had been given to purchase a mine of the defendants in such circumstances as to make it incumbent upon the defendants to notify the plaintiff that S. had no such authority. Held, that the onus was upon the plaintiff to establish S.'s agency in order to bind the defendants: Bowstead