

and report of a Local Master—and, as there is a remote possibility that my dealing with the conclusions of the Local Master upon the merits will result in terminating the litigation, and, on the other hand, will not prevent either party from going to the Court of Appeal, I shall determine the motion upon the merits as they appear to me.

It is argued by counsel for the defendants that the findings are based upon undisputed facts. They are not the less entitled to consideration for this cause. There are, I think, quite sufficient facts, not disputed by the defendants, to determine the issues. The controverted facts are, in my opinion, entirely irrelevant. Take the facts to be as contended for by the defence, and I see no ground for appeal except as to the \$200 promissory note and its interest. The defendants had admittedly no right to debit the plaintiff with the first item in dispute, \$511.86, at the time the entry was made; and, with the exception of the promissory note referred to, had no ultimate justification for insisting upon retaining any of the disputed debits in the books of the bank as moneys paid in liquidation of the plaintiff's bank account. The plaintiff owed no duty because he was under no legal obligation to protect the bank from loss through Lewis. The plaintiff, as regards the bank, was a mere volunteer. He acted in good faith, and was anxious to help the bank—or the bank manager. All that he said—push it as far as you can—was the expression of a hope, and contingent upon his getting a valid and effectual security from Lewis. He got nothing except a worthless scrap of paper. The principle of ratification is not pertinent. When he said he had got the mortgage he was misled—he made an innocent mistake. Both he and the bank manager understood that he had obtained a security which would entitle Lewis to \$1,500 and enable the plaintiff to assist the bank without loss to himself. He ought not to be made the scapegoat for the blunder of bank officials—their disregard of head office instructions. This as to the amount in dispute except the \$200. That is upon a different footing. The plaintiff was an endorser for this amount, upon a note of Lewis under discount and payable at the bank. He was liable for its payment and bound to pay it, upon due presentment, protest, and notice, if Lewis did not. His action prevented the protest. He is estopped as to this. It would be inequitable to allow him to repudiate it now. The report will be amended by reducing the amount allowed to the plaintiff for principal money from \$1,500 to \$1,300, the interest allowed from \$290.98 to \$252.18, and reducing the total allowed from \$1,790.98 to a total of \$1,552.18, as the amount