

The Master had not found that the husband was the wife's agent; and no evidence was referred to which would have warranted his so finding. Without such a finding the Master could not properly make the wife liable for the claim of the plaintiff against her husband. The report should be varied so as to relieve the wife from liability; in other respects the report should be confirmed. The plaintiff should have the costs of the action and of the first reference except in so far as the costs were increased by the defence of the defendant Bertha Ranney; for her costs of that defence she should have judgment against the plaintiff. The costs of the second reference should be to the defendant Sullivan P. Ranney against the plaintiff to the extent that the said defendant succeeded before the Master; other costs of that reference, if any, to be paid by that defendant to the plaintiff. The plaintiff to have the costs of this motion against the defendant Sullivan P. Ranney; and the defendant Bertha Ranney her costs of resisting the motion against the plaintiff. J. H. Moss, K.C., for the plaintiff. C. J. Holman, K.C., for the defendant Bertha Ranney.

WILLIAMS & CO. v. SPARKS—LENNOX, J.—JUNE 20.

Contract—Shipments of Hay—Agents or Brokers—Sale on Commission—Correctness of Returns—Refund of Money Overpaid—Findings of Fact of Trial Judge—Account—Reference.—Action for a refund of part of the money paid by the plaintiffs in taking up bills of exchange drawn by the defendants, in Ontario, upon the plaintiffs, in England, in payment for hay shipped by the defendants to the plaintiffs, to be sold, as the plaintiffs alleged, upon commission. The plaintiffs asserted that the defendants had been overpaid according to the prices realised. The defendants alleged that the plaintiffs were the purchasers of the hay at fixed prices. The action was tried without a jury at Toronto. The learned Judge, for reasons given in writing, found in favour of the plaintiffs, saying that they undertook to handle the hay as agents or brokers, and there was no ground for believing that the plaintiffs' reports or statements were untrue, or that they realised higher prices or higher net sums than they set forth in their returns. The defendants also maintained that the plaintiffs' account was incorrect. The plaintiffs desired leave to amend by adding a small sum to their claim; but this was refused. Judgment for the plaintiffs for \$2,578.08, with interest upon so much thereof as is principal money from the 8th April, 1914, and costs. Should the defendants desire a reference to take the accounts, they may ap-