

BANK OF MONTREAL V. HOATH—MASTER IN CHAMBERS—JUNE 6.

Venue—County Court Action — Extra Expense—Motion for Leave to Amend—Forum.]—A motion by the defendant to transfer the action from the County Court of Victoria to the County Court of Grey was dismissed, the plaintiffs being willing to allow the extra costs of a trial at Lindsay as against one at Owen Sound to be costs to the defendant in any event, and the Master considering that, upon the facts as presented, it was not a case for change of venue. Costs of the motion to be costs in the cause. A motion by the defendant for leave to amend the statement of defence was also dismissed, the Master having no jurisdiction in a County Court action. H. S. White, for the defendant. Featherston Aylesworth, for the plaintiffs.

CARTER V. CANADIAN NORTHERN R. W. CO.—LATCHFORD, J.—
JUNE 6.

Contract—Payment of Money—Condition—Non-fulfilment—Return of Money—Authority of Agent.]—Action to recover \$480 paid by the plaintiff in April, 1908, to one Webster, as agent of the defendants, in connection with a proposition of the defendants that a syndicate should be formed in Findlay, Ohio, where the plaintiff resided, to purchase from the defendants 10,000 acres of land in the province of Saskatchewan. If the syndicate was not completed—if purchasers were not secured for the whole 10,000 acres—the money of the subscribers was to be returned, as the plaintiff alleged. The syndicate was not completed; signatures were secured for only 2,880 acres. The plaintiff subscribed for 960 acres, and handed Webster a cheque for \$480, payable to the defendants, who cashed it. The defendants set up that the \$480 had become forfeited. LATCHFORD, J., finds that Webster represented to the plaintiff that the defendants would return the money in the event of the syndicate not being completed. Judgment for the plaintiff for \$480, interest from the teste of the writ, and costs. W. J. Elliott, for the plaintiff. I. F. Hellmuth, K.C., and G. F. Macdonnell, for the defendants.