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No. 25.

HIGH COURT OF JUSTICE.

MAGEE, J.

MARCH 1ST, 1910.

HUTCHINSON v. JAFFRAY & CASSELS.

Broker—Purchase of Shares for Customer on Margin—Hypothecation—Conversion—Return of Moneys Paid for Margins after Conversion—Interest—Contract.

The plaintiff sued the defendants, who were brokers in Toronto, for damages or the return of moneys paid to them as margins upon stock which he instructed them to purchase for him.

In the statement of claim he alleged that the defendants never actually bought the stock, then he alleged that they sold it, parted with it; that they converted it to their own use; and also that, although they alleged they had sold the stock on account of his not furnishing sufficient margin, they had not in fact sold it.

At the trial there was no evidence offered that the stock really was not purchased, and that branch of the claim was not pressed.

Upon the other branch, that the defendants had converted the stock to their own use, however, the claim was pressed.

R. W. Eyre, for the plaintiff.

H. M. Mowat, K.C., for the defendants.

MAGEE, J.:—It appears that on the 1st December, 1904, the plaintiff . . . instructed the defendants to purchase for him on margin 10 shares of the stock of the Canadian General Electric Company Limited.

In his evidence the plaintiff stated that there was nothing said about the amount of margin that he was to put up; and therefore it is alleged that, there being no agreement as to the amount of margin, the defendants had not a right to demand payment by him of the 15 per cent. which they afterwards did ask. But in his state-