

Georgina brought an action in the High Court on a similar claim, but claiming four sums, \$192.50, \$466.50, \$96.25, and \$180.50: \$935.75 in all.

The High Court case came on for trial before me at the non-jury sitting at Toronto; at that trial it appeared that the transactions referred to in the three actions were inextricably mixed together; and, accordingly, all parties agreed—most sensibly and properly—that I should try all the actions together. At the request and with the consent of all parties, I did so.

There was much confusion in the evidence of the plaintiffs, the two sisters, and it is impossible to place full reliance on their evidence. I do not think that they wilfully misstated what they thought they recalled as facts; but, intelligent as they probably are in their businesses of nurse and saleswoman, they seem not to have applied their minds much to any other phase of their dealing in mining stock than the anticipated profits. On one matter they so far disagree as that the one contends that a considerable sum of money handed her by her sister was in repayment of a debt, while the other contends that it was a loan (or a contribution to a joint enterprise).

From a consideration of all the evidence, I have come to the conclusion that when any stock was ordered to be bought, it was intended to be left in the hands of the brokers in a convenient form for immediate sale, and that both plaintiffs quite understood this and assented to it. Stocks which were paying dividends were, of course, to be transferred into the name of the purchaser, but not others. When dividend-paying stock was bought, it was so transferred; and I shall pay no more attention to this. All the complaint is as regards the non-dividend paying stock—purely speculative stock.

When this kind of stock was bought for either plaintiff, a sufficient amount of scrip was placed, probably with other of the same mine, in an envelope; sufficient of the scrip was always held on hand to give every customer the amount held by him. When stock was bought, generally, if not always, in the books of the defendants, certificates of a particular number or particular numbers were entered with the name of a purchaser adjoining. This was mere book-keeping; the customer was not notified; and no attention was paid to keeping the particular certificate or certificates for the particular customer or any customer. When the time came, if it ever came, for the customer to get his stock, it would be by the merest chance that the particular certificate which had been entered near to his name in the books went out to him. It is admitted by the defendants that they did not keep any particular certificate for the plain-