I do not think this position can be maintained. Both defendants are wrongdoers, one the master and one the servant. The master takes advantage of the servant's acts and profits by them, and is liable for his wrongdoing. Upon what principle, then, can it be said that the servant is not to be held liable for his wrongdoing? It is a general rule in cases of tort that all persons concerned in the wrong are liable to be charged as principals. . . .

[Reference to Barwick v. English Joint Stock Bank, L. R. 2 Ex. 259; Swift v. Winterbottem, L. R. 8 Q. B. 244; Mackay v. Commercial Bank of New Brunswick, L. R. 5 P. C. 394; Swire v. Francis, 3 App. Cas. 106; Clerk & Lindsell's Law of Torts, 3rd ed., pp. 56, 57, 69, 70; Limpus v. London General Omnibus Co., 1 H. & C. 526.]

Doubtless, where the tortious act is done for some ulterior motive, e.g., to gratify personal spleen, and not in the interest of his employer, his principal is not liable: Croft v. Alison, 4 B. & Ald. 590. It is not pretended in the present case that any ulterior motive induced the act.

It was further urged by Mr. Riddell that, inasmuch as defendant company had not made a profit out of the transaction, they were not liable to the amount of damages found against defendant Tibbs. But this, I think, is not so. The true measure of the master's liability is the same as if the act had been committed by himself, and is the amount of loss suffered by plaintiffs by reason of the servant's wrongful act: Clerk & Lindsell's Law of Torts, 3rd ed., p. 80.

It was also urged on behalf of defendant company that judgment having been entered against Tibbs, that was a bar to further judgment against the company: Willcocks v. Howell, 8 O. R. 576. It is quite true that, in acts of joint tort, if one of the joint tort-feasors be sued and judgment recovered against him, that is a bar to further action against his joint tort-feasors. But here the action was brought against both, judgment was obtained against one, and plaintiffs are now moving for judgment against the other. This they have a right to do: Morel Brothers & Co. (Ltd.) v. Earl of Westmorland, [1904] A. C. 11, at p. 15. In the present case, while the judgment has been settled and signed, it has not been entered. I do not think there is anything in this objection.

The question remains—having regard to the answer given by the jury to question 6—whether the case ought to be sent