

CLOISONNÉ AND ART GLASS LIMITED v. ORPEN—
FALCONBRIDGE, C.J.K.B.—NOV. 3.

Contract—Assumption or Adoption—Holding out—Agency—Breach—Damages.]—Action for damages for breach of a contract, tried without a jury at Toronto. FALCONBRIDGE, C.J.K.B., in a written judgment, said that the correspondence shewed the adoption and assumption of the contract by A. M. Orpen senior, as sole proprietor of the Hessco Company, and there was both holding out and actual agency of William Ile, Guyette, and F. S. Orpen. True, the plaintiffs never bought the goods at the advanced price; but, if they had had them, they could have sold them at the new figure and made a profit of \$1,857.20, for which sum judgment should be entered for the plaintiffs, with costs. J. Jennings, for the plaintiffs. J. R. Roaf, for the defendant.

HAMER v. O'BRIEN—BRITTON, J., IN CHAMBERS—NOV. 6.

Money in Court—Stop-order—Payment out of Court—Costs.]—Application by the plaintiffs to set aside a stop-order and for payment out of the money in Court. BRITTON, J., in a written judgment, said that the plaintiffs were entitled to an order directing and permitting the payment out of Court to them, under the terms of the judgment recovered on the 18th July, 1917, of the balance of the sum of \$8,095.62 paid into Court by the defendants on the 1st October, 1915, with accrued interest thereon, notwithstanding the order made by the Master in Chambers on the 27th October, 1915; and for the cancelling and setting aside the stop-order made by the Master in Chambers, in so far as that order prevented payment out of Court. The order for payment out should be made subject to the plaintiffs' solicitors filing an undertaking to pay any balance that belonged to A.T.E. Hamer, after satisfying the plaintiffs' claim and costs, to the Imperial Bank of Canada or their assigns. No order as to damages, as none were shewn to have been sustained. The costs of the plaintiffs and of the bank, if any, of the stop-order and of this application, to be paid by M. McGinnity. J. B. Holden, for the plaintiffs. E. H. Brower, for M. McGinnity. A. McLean Macdonell, K.C., for the bank.