

those of a local or private character; each part or volume being paged separately. The present work therefore embraces the material scattered over fifty-eight volumes or parts of volumes. The value of an Index can only be adequately tested by use and the extent of the aid which it affords to those who resort to it. From the examination which we have been able to make of this work we are disposed to believe that it will prove satisfactory. The subjects are arranged alphabetically with reference to the year or volume and page, the reference being repeated under the various titles which might be looked for by those consulting the Index. The book is issued in neat form by Carswell & Co., publishers.

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#### CIRCUIT COURT.

MONTREAL, April 17, 1891.

Present: PAGNUELO, J.

REGINALD GRAVES v. JAMES E. DURAND.

*Art. 1053, C. C.—Action of damages for imprudence in giving an opinion as to credit of a third party.*

*HELD:—That the defendant was liable for the price of goods advanced to C. by the plaintiff on the unqualified opinion given by the defendant as to the solvency of C., when in fact C. was not solvent, and the defendant had not sufficient information to warrant his opinion.*

On the 10th April, 1890, A. H. Cranston went to the plaintiff's store to purchase a suit of clothes, which were to be made to order. Cranston being unknown to the plaintiff, credit was refused to him, and he paid five dollars on account at the time the order was given. Before the clothes were ready plaintiff made enquiry and learned that it would not be safe to give credit to Cranston. He accordingly wrote to Cranston as soon as the suit was ready, asking him to call and pay for it and take it away. Cranston called and expressed great indignation, and at the same time told the plaintiff that

the present defendant was a friend of his, and that he might apply to him for information as to his character.

Plaintiff thereupon wrote the following letter to defendant:—"Montreal, April 19th, '90, 1790 Notre Dame Street.—Dear Sir, Will you kindly inform me if you would consider an order from Mr. A. H. Cranston for a suit of clothes on credit a safe transaction. He has mentioned your name to me, so I have taken the liberty of addressing you on the subject; not knowing him myself, I am obliged to seek for information. Trusting to be favored with an answer by bearer, I am, etc."

On receipt of this, defendant immediately wrote across the face of the letter the word "Yes," to which he added his usual signature. When this answer was received by plaintiff, he concluded that his former information was incorrect, and immediately delivered the suit to Cranston.

About ten days later he sent his agent to collect the bill, and then learned that Cranston had left his boarding-house early one morning, taking his clothes with him, leaving a bill unsettled, and has not since been heard of. The defendant was then written to and asked for Cranston's address, which he gave as "Care of Adam Cranston, Miller, Galt, Ont." Failing to collect, the plaintiff thereupon brought the present action, alleging the foregoing facts.

The defendant pleaded that it appeared from the first letter that the plaintiff requested information about the said A. H. Cranston for his own profit and advantage, and asked the same as a favor from the defendant; that the defendant had received no consideration for answering the letter or giving his opinion, but was in good faith and believed, as he alleges the fact is, that the said Cranston was in regular employment and in receipt of sufficient salary to enable him to pay for a suit of clothes, and that his answer to the letter merely meant that, in defendant's opinion, an order for a suit of clothes from A. H. Cranston on credit was a safe transaction; that the answer was given in good faith with reasonable cause, and was and is true to the