

FALCONBRIDGE, C.J.

MAY 13TH, 1902.

TRIAL.

## STRATHROY PETROLEUM CO. v. LINDSAY.

*Conversion—Retention of Books and Papers of Company by President  
—Unreasonable Refusal to Give Up.*

Action for return of books and papers of the plaintiffs and for damages for wrongful detention. The defence was that the defendant was ready and willing to give up the books, etc., and that the action was unnecessary.

I. F. Hellmuth and C. H. Ivey, London, for plaintiffs.

J. Folinsbee, Strathroy, for defendant.

FALCONBRIDGE, C.J., held that the conditions imposed by defendant or his agent as to particularity of receipt, etc., were not reasonable, and amounted to refusal, as did also his former attitude in the premises.

Judgment for plaintiffs for \$4 damages. Plaintiffs to have costs up to delivery of statement of defence. Otherwise no order as to costs. Thirty days' stay.

Ivey & Dromgole, London, solicitors for plaintiffs.

J. Folinsbee, Strathroy, solicitor for defendant.

MACMAHON, J.

MAY 14TH, 1902.

TRIAL.

## LEWIS v. ELLIS.

*Solicitor and Client—Liability of Solicitor as to Investment of  
Client's Money—Guaranty.*

Sutton v. Grey, [1893] 1 Q. B. 285, distinguished.

Action against a solicitor for an account of moneys placed in his hands for investment upon mortgages of real estate. The plaintiff alleged that the defendant had guaranteed some of the investments.

M. Wilson, K.C., and A. H. Clarke, Windsor, for plaintiff.

W. M. Douglas, K.C., for defendant.

MACMAHON, J.—The plaintiff relied on two letters written to him by the defendant as containing a guaranty. In the first letter the defendant says, "I would be willing to vouch for any loan that I put through." And in the second letter, five months later, he says: "As to my guaranteeing investments made through me to your friend, all I can say is that I would guarantee loans made by me both as to title and valuation unless I stated to the contrary."