

ada of the respondent and accountable for the money that the respondent claims. Eastmure and Lightbourn, Ltd., was subsequently added as a defendant, and the statement of claim was amended by introducing an allegation that Eastmure and Lightbourn, Ltd., is an incorporated company carrying on business at Toronto as insurance agents and an allegation that in the event of its being held that if the agents Arthur L. Eastmure and Frank J. Lightbourn were not the agents of the respondent after the incorporation of the company or at any subsequent time that company acted as agent of the respondent throughout Canada and is responsible for its claim. The appellant in his individual capacity was subsequently added as a defendant.

The finding of the trial Judge was that after the 1st May, 1907, the appellant was the agent of the respondent and was liable for whatever balance may be found to be due to the respondent upon a proper taking of the account of moneys received for, or on behalf, or on account of, the respondent, or which it was the duty of the appellant to collect and remit to the respondent, including any balance which may have been owing on that day by the defendants Eastmure and Lightbourn, Ltd., to the respondent, which has not been liquidated or paid off by payments made by the appellant, and that the defendants Eastmure and Lightbourn, Ltd., were liable to the respondent for such balance, if any, as was due and owing by the defendants Eastmure and Lightbourn, Ltd., to the respondent in respect of the agency business of the respondent conducted by that agent down to the first day of May, 1907, which has not been paid or liquidated by payments made by the appellant subsequently, and the judgment was directed to be entered accordingly, with a reference to the Master-in-Ordinary to take the accounts, and dismissing the action as against Lightbourn and the firm of Eastmure and Lightbourn, with costs, and reserving further directions and costs as between the respondent and the appellant and the defendants Eastmure and Lightbourn, Ltd., until after the report, and from that judgment this appeal is brought.

It was argued on behalf of the appellant that the finding of the trial Judge that the appellant became the sole agent of the respondent on the 1st of May, 1907, was not supported by the evidence and that the action as against the appellant should have been dismissed.