

occasioned by a falling market and lack of demand, which caused a loss on the prices and also in the cost of handling.

There was no suggestion that the respondents had not accounted for all the moneys received by them on the sale of the hay, or that they had made any profit other than their commission. The only ground on which the appellants could seek to reduce the amount of the respondents' claim or deprive the respondents of commission would be negligence in quoting prices and cost of handling, thereby misleading the appellants; and the evidence fell far short of establishing such negligence.

Appeal dismissed with costs.

FIRST DIVISIONAL COURT.

APRIL 3RD, 1917.

SOUTHGATE v. DODSHON OVERALL CO.

Contract—Existing Liability on the Part of Commercial Company to Pay Commissions to Travelling Salesman—Oral Promise by Third Person Interested in Company to Pay—Promise to Answer for the Debt of Another—Statute of Frauds—Company Sued with Third Person in one Action—Judgment Recovered against Company.

Appeal by the defendant Mills from the judgment of DICKSON, Co. C.J., in an action brought in the County Court of the County of Huron, and tried without a jury.

The plaintiff was employed by the defendant company as a traveller; the terms of his employment were set out in a written agreement, signed by him and by the president of the company, dated the 6th April, 1916. The employment was to continue for five years, but might be terminated by either party giving the other six months' notice in writing. The plaintiff's remuneration was to be $7\frac{1}{2}$ per cent. on all orders sent in by him and accepted by the company.

The action was against the company and Mills, treating them as joint debtors, to recover the amount of the commissions earned in April, May, and June, 1916.

The company had refused the plaintiff's drafts upon it for commissions; and the plaintiff alleged a promise by the defendant Mills, who had a large financial interest in the company, to "look after" the plaintiff's drafts.