

as intermediary in promoting the sale to the "merger," he became entitled to receive a commission. No rate was stipulated at the time; but from what took place subsequently it was clear that he was ready to accept and did accept the position that his compensation should be—to some extent at any rate—dependent upon the result of his labours. When he thought a sale had been arranged, the memorandum of the 14th July was executed. That sale falling through, this dependent agreement also came to an end. Although the plaintiff thereafter did nothing towards the making of the agreement which was subsequently carried out, he was, nevertheless, entitled to something, because he set on foot the negotiations which ultimately resulted in the transaction actually carried out. Although the plaintiff did not actually "introduce" the contracting parties, he did that for which he was employed—he induced the "merger" to enter upon serious negotiations for sale. Judgment for the plaintiff for \$5,000 and costs, with leave to amend as advised. J. W. Bain, K.C., and M. L. Gordon, for the plaintiff. M. K. Cowan, K.C., and T. Hobson, K.C., for the defendants.

---

SPITZER BROS. v. UNION BANK OF CANADA—MASTER IN CHAMBERS—JAN. 9.

*Particulars—Statement of Claim—Cheques—Refusal to Account—Discovery—Production of Books—Banks.*]—The plaintiffs by their statement of claim alleged that during 1912 and two preceding years the defendants "came into possession of certain cheques, express orders, and post office order which were the property of the plaintiffs . . . to which the defendants acquired no right or title whatever . . . (and) wrongfully collected the amount of the same and have refused to account or give any credit to the plaintiffs for the said cheques, etc. The plaintiffs also alleged that their total loss, so far as it could be ascertained, was \$3,000. The defendants, before pleading, moved for particulars of this definite sum of \$3,000; and the plaintiffs moved for an order for production by the defendants of all books, etc., appertaining to the questions at issue between the parties. The plaintiffs' motion was supported only by an affidavit of their solicitor. After stating the facts out of which the present claim arose, he said that the plaintiffs had "a certain number of the cheques," but that the majority were in the possession of the drawers, who refused to turn them over to the plaintiffs, and there were a number of other cheques which