

in, and the certificate re-signed as of a later date; and this was ordered in a case where the solicitor for the party objecting had himself taken out the certificate, intending to appeal from it, but at the moment not remembering that it was necessary to carry in objections in writing, and had promptly applied for relief.

Order of MAGEE, J., affirmed.

*In re Furber*, [1898] 2 Ch. 528, followed.

*J. C. Hamilton*, for plaintiff. *Joseph Montgomery*, for defendants.

Boyd, C., Street, J., Mabee, J.]

[Jan. 24.

IMPERIAL CAP CO. v. COHEN.

*Sale of goods—Contract—Statute of Frauds—Order for goods—Agency—Correspondence.*

The travelling salesman of a wholesale dealer is presumably not authorized by the customer who buys from him to sign a contract for the customer as purchaser; and this presumption is not rebutted by a written memorandum of the order being made in the purchaser's presence and a duplicate given to the latter; the entry of the purchaser's name made by the salesman is not evidence per se of his agency.

*Held*, upon the facts of this case, that there was nothing upon which the Court could conclude that the vendors' agent was acting, as the agent of the purchaser, and the subsequent letters of the purchaser did not identify the contract; and therefore the Statute of Frauds was an answer to a claim for the price of goods for which an order was orally given by the defendant to the plaintiffs' agent, but which the defendant refused to accept.

Judgment of District Court of Algoma reversed.

*J. ... Jones*, for defendant. *Middleton*, for plaintiffs.

Boyd, C., Clute, J., Mabee, J.]

[Jan. 25.

BRADLEY v. ELLIOTT.

*Vendor and purchaser—Contract for sale of land—Specific performance—Authority of agent—Statute of Frauds—Memorandum in writing—Absence of vendor's name—Inadequacy of price.*

In an action to enforce specific performance of an alleged contract for the sale of land the only written memorandum of