

plaintiff's services in securing for the defendants an option to purchase certain mining claims. The plaintiff secured the option, but the defendants did not take it up. The learned Judge, in a written opinion, set out the facts and examined the evidence, and said that the conclusion he arrived at, upon all the evidence, was that the plaintiff was acting for the defendants and upon their instructions and was to be paid by them for his services. It was not the intention of the parties that the plaintiff should work for nothing or should work for his out-of-pocket expenses, or that whether he received any remuneration or not should depend upon the properties being placed or sold, either alone or with other properties, by the defendants. A contract of hiring was the only contract to be implied from what was done, and, if the defendants sought to make the pay for work done conditional upon the defendants taking the property and selling it, realising a profit from such sale, the onus was upon them, and that onus had not been satisfied. The plaintiff was entitled to recover upon a quantum meruit. The pleadings might be amended, if necessary, to set up such a claim. Judgment for the plaintiff for \$2,185 with costs. T. W. McGarry, K.C., for the plaintiff. G. H. Watson, K.C., and J. B. Holden, for the defendants.

STANLEY V. MENNIE—MAGEE, J.—JUNE 4.

Report—Appeal—Judgment—Costs.—An appeal by the defendants from the report of the Local Master at Stratford, and a cross-appeal and motion for judgment by the plaintiffs. The appeal against the Master's report and the cross-appeal are dismissed, except that the amount found owing to the plaintiff is by consent to be increased by \$31.75, and, if both parties consent, is to be further increased by \$10. Both appeals are dismissed without costs. Judgment is to be entered for the plaintiffs, on their motion for judgment on further directions, for the amount found due to them by the report as varied. The defendants are to pay the plaintiffs' costs of the action and reference (except in so far as increased by the claim for interest) and the costs of the motion for judgment. G. G. McPherson, K.C., for the plaintiffs. R. S. Robertson, for the defendants.