commission, though the vendor thought that probably he was one of the syndicate himself. This commission has been paid, so far as it is due, to Morden. I do not think it of the slightest importance (if the fact be so) that Morden may have had his first knowledge of the mine or of Craig through the plaintiff—nor that Kennedy had.

The implied agreement by the owner was that he would pay a commission to the person who brought about an actual sale, and not merely tried to do so, or gave information that ultimately resulted in a sale. . . .

[Reference to Marriott v. Brennan, ante 159.]

Cavanagh v. Glendinning, ante 475, does not prevent the giving effect to my view of the law in this particular case. And my opinion is not shaken by the cases cited by Mr. Bartram in his very careful and exhaustive argument.

The action must be dismissed as against the defendant Crawford Craig with costs.

There is no semblance of evidence upon which the defendant B. A. C. Craig can be held liable, even if the action should succeed against his co-defendant.

BOYD, C. NOVEMBER 21ST, 1907

TRIAL.

BREAULT v. TOWN OF LINDSAY.

Highway—Non-repair—Defect in Sidewalk—Injury to Pedestrian—Supervision—Notice to Municipal Corporation—Notice of Accident—Sufficiency.

Action for damages for injuries sustained by plaintiff by a fall upon a sidewalk alleged to be out of repair.

BOYD, C.:—I give credit to all the witnesses as desiring to tell the truth, though I think some of them are mistaken as to details. The evidence is not in accord as to the very way in which the accident happened; but assuming that the person injured and the friend who was with her are the most accurate, it appears that the plaintiff fell because the plank on which she stepped gave way under their tread, and caused her thereby to trip and fall forward. The friend says that she was going a foot or so ahead of the plaintiff—