Lount, J.] BAXTER *v.* JONES. [Aug. 15.

Principal and agent—Insurance agent—Agreement to give necessary notices—Omission to do so—Liability.

An insurance agent who, in consideration of his being given the right of effecting a firm's insurance in companies represented by him, undertakes to attend to the insurances, to see that the policies were duly made out, and to give the necessary notices required to be given from time to time, but upon a further insurance being subsequently effected, omits to give any notice thereof whereby the insured were indemnified, he is liable therefor.

Riddell, K.C., for plaintiff. *Shepley*, K.C., and *Washington*, K.C., for defendant.

Divisional Court.] MASON *v.* LINDSAY. [Aug. 22.

Sale of goods—Conditional sale—Name of vendor.

Upon a piano made by a company whose corporate name was "The Mason & Risch Piano Company, Limited," and place of business Toronto, claimed by them in replevin as against a mortgagee thereof, there were painted the words "Mason & Risch, Toronto."

Held, that if the transaction came within the Conditional Sales Act R.S.O. 1897, c. 149, this was not a compliance with the provisions of s. 1 of that Act.

But *held*, also, that the transaction did not come within the Act, the mortgagor not being bound by the agreement under which the piano was in his possession, to purchase the piano, but having merely the option to purchase it.

Helby v. *Matthews*, [1895] A.C. 471, distinguished and applied.

Judgment of LOUNT, J., affirmed on other grounds.

Joseph Montgomery, for the defendant. *Strachan Johnston*, for the plaintiffs.

Ferguson, J.] LAISHLEY *v.* GOOLD BICYCLE COMPANY. [Aug. 26.

Master and servant—Dismissal of servant—Damages—Percentage on sales.

The plaintiff, who had been employed by the defendants as manager, receiving a salary and a percentage on moneys received from sales, and had been dismissed upon the sale by the defendants of their business before the expiration of his engagement, was held entitled, primâ facie, as damages to the amount of his salary for the unexpired term of his engagement and of the fixed percentage on moneys received after his dismissal in respect of sales previously made, but not to the fixed percentage upon the amount of sales which, it was contended, would have been made during the unexpired term had the business been carried on, the ascertainment of that amount being too speculative and uncertain.