

pay therefor \$9,953. The defendants, in January, 1916, determined not to proceed with the building, and notified the plaintiff of their decision. No building was done by the plaintiff, but drawings had been prepared and time spent in arranging for the purchase and supply of material. The defendants paid \$300 into Court. The action was tried without a jury at Toronto. LATCHFORD, J., set out the facts in a written judgment, and referred to *Ontario Lantern Co. v. Hamilton Brass Manufacturing Co.* (1900), 27 A.R. 346, for the general principles applicable. Having regard to the whole case, he was of opinion that the \$300 paid into Court was insufficient to reimburse the plaintiff for the damage she sustained; and he assessed the damages at \$500, and directed that judgment be entered for the plaintiff for that amount with costs on the County Court scale without set-off. George Wilkie, for the plaintiff. W. J. McWhinney, K.C., and S. Rogers, for the defendants.

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GOAD V. KIELY SMITH & AMOS—LENNOX, J.—APRIL 25.

*Broker—Dealings for Customer on Margin in Company-shares—Commission—Extra Charges of Agents—Contract—Sale-notes—Alleged Oral Variation—Selling out without Notice—Action for Damages—Costs.*—Action by George Goad against a firm of stock-brokers to recover damages for an alleged breach of contract in selling shares of a company's stock ("Industrial Alcohol") carried by the defendants for the plaintiff on margin, without notice to the plaintiff, and for moneys alleged to have been overpaid to the defendants, etc. The action was tried without a jury at Toronto. LENNOX, J., in a written judgment, said that there was a distinct agreement and understanding as to the rate of commission to be paid the defendants for such services as they directly performed, and this was not in dispute; but the plaintiff contended that this was to include everything. The learned Judge finds that the defendants are entitled to charge a commission at the rate admitted and also such sums as they were charged and had to pay their New York agents. The parties undertook to agree upon the amount of the commissions when the basis of payment should be determined.—The plaintiff alleged that Knox, the defendants' agent at South Porcupine, made a distinct and positive oral agreement with them, varying the terms of the written agreement shewn by the sale-notes, and that the defendants "closed