

tices under the plaintiff. It is not a question of disbursement, as contended by the defendants, and indeed in such a case, it would be difficult to get at what the actual disbursement of the employer would be. He has the right to delegate parts of the work, and can charge for his delegate upon the same principle as for himself, though not necessarily as much as for himself. No amount is fixed by the terms of employment, even for the plaintiff himself, and it becomes a matter of quantum meruit—what the work is worth in fact.

These questions being determined, the trial is adjourned until a day to be fixed later, for the taking of appropriate evidence. Should the defendants in the meantime again apply for an audit to the County Court Judge, having a written request on file with its clerk, I know of nothing to prevent their so doing.

The question of costs is reserved until the further hearing.

RIDDELL, J.

MARCH 22ND, 1909.

WEEKLY COURT.

RE EAGAN AND DAWSON.

Vendor and Purchaser—Contract for Sale of Land—Title—Charge or Lien—Registered Bond—Personal Obligation.

Petition by the vendors for an order under the Vendors and Purchasers Act declaring that they could make title to certain lands, etc.

J. M. McEvoy, London, for the vendors.

F. E. Perrin, London, for the purchaser.

RIDDELL, J.:—In 1870 John Eagan executed a bond in the sum of \$1,000 to be paid to Anne Eagan. The condition was: "If the above bounden John Eagan, his heirs, executors, or administrators, do well and truly pay or cause to be paid over to the said Anne Eagan one-half of the price or purchase money which he, the said above bounden John Eagan, his heirs, executors, or administrators, shall receive or be paid for 'Blackacre' now owned by him, the said above bounden John Eagan, when and at such time or times as the said price or purchase money shall be paid to