

The question of abandonment was not material, as sec. 22 (1) applied only to extend the time for the registration of the lien and not to the taking of proceedings.

The appeal should be allowed, the judgment vacated and set aside, and the case remitted to the learned Referee to enter judgment against the contractor, pursuant to sec. 49, for the appellants, for \$50 damages for non-completion as per the Referee's reasons for judgment, and for the plaintiffs against the contractor for their claim and costs; no costs of the appeal, as the value of the work done and material supplied, including what the plaintiffs furnished, appeared to have been in excess of payments made when the appellants intervened, and they escaped by this judgment from a very large liability.

Appeal allowed.

FIRST DIVISIONAL COURT.

JANUARY 31st, 1921.

*GORMAN v. YOUNG.

Principal and Agent—Agent's Commission on Sale of Land—Authority of Agent—Offer Obtained by Agent after Sale Made by Principal without Notice to Agent—Withdrawal of Authority when too Late to be Effective—Offer Made by Husband in Name of Wife—Knowledge and Approval of Wife—Right of Agent to Full Commission Promised—Quantum Meruit.

Appeal by the plaintiff from the judgment of the Judge of the District Court of the District of Sudbury in an action for a commission on the sale of property of the defendant. The action was dismissed by the County Court Judge.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, MAGEE, and HODGINS, J.J.A.

J. E. Lawson, for the appellant.

F. W. Griffiths, for the defendant, respondent.

The judgment of the Court was read by HODGINS, J.A., who said that on the 16th September, 1919, the defendant signed a letter written on a card, authorising the plaintiff "from this date, and until withdrawn by me in writing, to offer for sale the property described on the reverse side of this card for the price of \$7,500, and I agree to pay you the regular rate of commission, 2½ per cent.,