

name of the company by Ostrom as general manager, and was sealed with the seal of the "Security Life Assurance Company of Canada." Under this the plaintiff was to be agent of the company for the purpose of procuring subscriptions for stock, and was to have a commission of \$4 per share and \$150 per month for expenses, etc. Under the alleged contract of the 15th September, 1908, the plaintiff claimed for salary to the 1st May, 1909, \$999.55, and for commissions, \$3,190, in all, \$4,189.55, on which he credited \$1,204.55, leaving a balance of \$2,985. Under the alleged contract of the 25th June, 1909, he claimed salary to the 1st October, 1909, \$450, and commissions, \$48: in all, \$498, on which he credited as received on account, \$150, leaving a balance of \$348. He claimed, therefore, \$3,333 and interest from the 4th December, 1909. SUTHERLAND, J., reviewed the evidence, and said that he was of opinion that the plaintiff had not established any liability as against the defendant company under either agreement. Any agreement that the plaintiff made for remuneration was made with Ostrom alone, and he was to be paid by Ostrom only. Ostrom was not authorised to make either of the agreements relied on by the plaintiff. Action dismissed with costs. G. F. Henderson, K.C., for the plaintiff. J. U. Vincent, for the defendants.

LECKIE V. MARSHALL—DIVISIONAL COURT—OCT. 5.

Contract—Sale of Mining Properties—Purchase-price Payable by Instalments—Judgment—Payment into Court.]—An appeal by the defendants Marshall and Gray's Siding Development Limited from the order of SUTHERLAND, J., 2 O.W.N. 1441; and a motion by those defendants for an order relieving them from the order directing them to perform the contract in question, and to pay the purchase-money into Court. The appeal was heard by a Divisional Court composed of BOYD, C., LATCHFORD and MIDDLETON, JJ. The Court varied the order of Sutherland, J., by permitting the appellants to pay instalments in arrear, under the contract, into Court, instead of directing them so to do, and fixing the dates for such payments. In default of payment upon the dates appointed, the relief under the contract will be given to the parties so entitled in the form therein set out. The motion in other respects was allowed to drop without costs, but without prejudice to any further application the appellants may be advised to make. Time for payment of instalments was