

marries, the clause has no operation, and the title would pass by virtue of her conveyance.

Some events have not been provided for by the clause. If there is an intestacy in any possible event, the sons and daughter would take as heirs any interest as to which there is intestacy, and this interest has passed by the deed.

A good title cannot now be made. No costs.

MIDDLETON, J.

NOVEMBER 17TH, 1914.

MILLER & RICHARD v. LANSTON MONOTYPE MACHINE
CO.

*Principal and Agent—Commissions on Sales of Goods—Account
—Demand—Payment into Court—Interest—Commissions
upon Goods Taken in Exchange—Costs.*

Action for an account and payment of commissions.

The action was tried without a jury at Toronto on the 11th November, 1914.

W. N. Tilley and J. D. Montgomery, for the plaintiffs.

D. L. McCarthy, K.C., and Britton Osler, for the defendant company.

MIDDLETON, J.:—Although the transactions giving rise to this action involve much, there is now very little to be determined. I can only again express my regret that it has been necessary to resort to the Courts to have this little determined.

The plaintiffs, as agents for the defendant, are entitled to receive a commission of 10 per cent. on all the business transacted in Ontario. The agency terminated on the 7th July, 1913. At that time and prior to the termination of the agency, the plaintiffs naturally desired to ascertain the amount outstanding in which they were interested. This was of importance, as the commission was payable only as and when the actual money reached the defendant. Commission was payable in respect of the entire business done within Ontario, and not only upon the business transacted through the plaintiffs as agents. It is quite possible that the statements and other information sent to the plaintiffs in the course of this business would have enabled them to compile all the information desired, if sufficient memoranda