

TEETZEL, J.

FEBRUARY 6TH, 1909.

TRIAL.

ALICE v. BRAUND.

*Principal and Agent—Agreement by Joint Owners of Mining Claims for Development Work—Authority of one to Pledge Credit of Others—Partnership—Co-ownership — Termination of Authority—No Notice to Persons Supplying Labour and Goods—Action against Joint Owners for Price of Goods and Labour—Evidence—Construction of Agreement.*

Action for the price of goods sold and delivered to defendants and to recover the amount of accounts owing by defendants and assigned to plaintiff.

S. White, K.C., for plaintiff.

F. D. Kerr, Peterborough, for defendants Braund and Dickson.

J. McNamara, North Bay, for defendant Crowley.

TEETZEL, J.:—Under an agreement of 30th January, 1907, the defendants are joint owners of six mining claims in the district of Nipissing, and it is recited in the agreement that the parties have agreed to merge or pool their respective interests in such claims upon the terms therein-after stated; and it is agreed that the defendant Crowley is entitled to an undivided one-half interest in the same, and Braund and Dickson each to an undivided one-quarter interest therein, and that the parties should be entitled to the net proceeds of the sale of the said claims, or of any part thereof that may be sold, as well as of all the mineral that may be sold therefrom, in the same proportions. It is also agreed therein that the parties should pay the cost of development and all other expenses to be incurred in respect of any of the claims, in proportion to their respective interests therein, but that Braund and Dickson should in the meantime advance the cost of development work, Crowley paying his share of such expenses out of the first money to be received from a sale of the property or of a part thereof; Crowley also agreeing "to superintend and direct such development operations, and give his time thereto free of all charge."