

"Buchan & Sims,
Brokers,
Haileybury, Ont.

15/1/12

"Buy for my account and risk 1000 shares Dome Ext.
at 60 days subject to your usual terms and conditions. 42
cents.

Deposit \$100.

43

This order good until

J. J. Gray.

All orders expire on date hereof unless otherwise stated."

On the margin of this order, as well as on the other orders hereafter referred to, there are printed the following:—

"This order is subject to your usual rates of commission, and I hereby agree to accept delivery of stock on arrival of same or when the same is tendered to me, and in case of non-acceptance on my part Buchan & Sims are hereby empowered to sell same.

It is hereby agreed and understood that on all marginal business Buchan & Sims have the right to close transactions when margins are in danger of exhaustion without further notice, and to settle contracts accordingly."

Plaintiff signed the order and soon after defendants informed him they had made the purchase, and he then paid them \$100 on account. Immediately afterwards he signed a further order for the purchase of another 1000 shares on the same terms, and the same procedure was gone through. Following this he immediately instructed them to buy a still further block of 1,000 shares, and in this instance he himself filled out the form of order and signed it.

The total purchase-money of the 3,000 shares was \$1,260. to which was added the defendants' brokerage of \$15, making \$1,275; the total of the cash payments made by the plaintiff on the three purchases was \$300.

Defendants then gave plaintiff a bought note for the 3,000 shares, shewing the total purchase-money, the amount of the deposit received, and that there was a balance of \$975 still unpaid. This bought note contained the following: "This transaction is made subject to the rules of the stock exchange and to our ordinary rules of business."

Plaintiff was then about to return to South Porcupine, and, as a convenient means of communication, it was ar-