

## HIGH COURT OF JUSTICE.

DIVISIONAL COURT.

NOVEMBER 16TH, 1911.

SECURITIES DEVELOPMENT CORPORATION OF NEW  
YORK v. BRETHOUR.

*Company—Unlicensed Foreign Company—Contract to Sell  
Land—Action for Purchase-money—Carrying on Business in  
Ontario—Extra-Provincial Corporations Licensing Act.*

An appeal by the defendant from the judgment of the First Division Court in the County of Carleton, of the 18th September, 1911.

The plaint was by a company incorporated under the laws of the State of New York to buy and sell real estate, for \$195.35 and interest, on eight separate agreements signed by the defendant, in form somewhat like promissory notes, to pay \$24 under each to William A. Hall or order, and by him indorsed to the plaintiffs. The defendant resided in Ottawa, Ontario; and in August of 1910, one Schwartz, an agent of the plaintiffs, came to Ottawa, and sold certain lots in Bellhaven Manor, New York State, to the defendant, who signed an agreement to purchase, made a small cash payment, and signed the eight separate agreements sued on, for the balance of the purchase-price.

It also appeared in evidence, and the trial Judge so found, that Schwartz took agreements from several other customers in the locality of Ottawa.

The defence was, that the plaintiffs, not being licensed to do business in Ontario, could not maintain the action because of the provisions of secs. 6 and 14 of the Extra-Provincial Corporations Licensing Act, 63 Vict. ch. 24(O.)

The Junior Judge of the County Court of Carleton, who tried the plaint, gave judgment for the plaintiffs, saying that he could not find that the plaintiffs carried on any business in Ontario, unless the soliciting of the defendant by Schwartz was "carrying on business" by the plaintiffs, and he did not think it was. He was of the opinion that the contracts, agreements, or notes, were not "contracts made in whole or in part within Ontario in the course of or in connection with business carried on contrary to the provisions of sec. 6," within the words of sec. 14.

The defendant appealed, on the ground that the Judge had erred in his interpretation of the statute.