

might have been enforced by summary application under sec. 466, or by action for specific performance. . . . The amendment to the statute and the award must be read together to determine the date when the moneys are payable, and the effect of the statutory provision is the same in postponing the right to enter judgment upon the award as if the date for entering judgment was set forth in the award itself. Order made directing that execution be amended by providing that interest be computed from the 26th December, instead of the 26th September, 1902.

It was also argued that no interest should be payable by the town before judgment was entered, because the owner remained in possession. This question cannot be determined upon this application, but this order should not prejudice the corporation in taking steps to compel Fielding to account for rents and profits.

No order as to costs.

OCTOBER 10TH, 1903.

DIVISIONAL COURT.

BANFIELD v. HAMILTON BRASS MFG. CO.

Principal and Agent — Agent's Commissions — Territory — Contract.

Appeal by defendants and cross-appeal by plaintiff from report of Master in Ordinary upon a reference to ascertain the amount due to plaintiff for commissions upon the sale of cash registers for the defendants.

G. Lynch-Staunton, K.C., for defendants.

C. Millar, for plaintiff.

The judgment of the Court (FALCONBRIDGE, C.J., STREET, J., BRITTON, J.), was delivered by

FALCONBRIDGE, C.J.:—The Master was clearly right in holding that the city of Vancouver and the towns of Macleod, Calgary, and Edmonton, were "on the C. P. R. west," and therefore within the limits of the territory assigned to plaintiff by the contract and sued on. Plaintiff's territory extended to Montreal inclusive, which shewed that it was not confined to the Province of Ontario.