

Full Court.] RE MILNE AND TOWNSHIP OF THOROLD. [Jan. 17.

Municipal law—Local option by-law—Ballot not in prescribed form.

Held, that where a definite form is prescribed by statute for a local option ballot paper so that it shall be in a form calculated to distinguish it from one to be used for voting upon other by-laws, and the by-law does not give the form so prescribed it will be quashed, and *semble*, even though there is no evidence that voters were misled.

Haverson, K.C., for appellant. *Shepley*, K.C., and *H. S. White*, for respondents.

HIGH COURT OF JUSTICE.

Boyd, C., Riddell, J., Sutherland, J.]

[Jan. 24.

SINGER v. RUSSELL.

Principal and agent—Commission on sale of land—Implied promise—Taking the benefit of agent's exertions.

Appeal by defendant from the judgment of Denton, Jun. J., county of York, in favour of plaintiff, for commission on the sale of land for defendant.

Held, 1. Although there may be no express bargain about commission, when there is clear evidence that the agent was working upon an implied promise of compensation, and that defendant took the benefit of what was done, commission is payable.

2. Slight service in bringing parties together, so that, in the result, sale is effected is sufficient to give a right to commission and it is for the jury to say whether the sale was or was not brought about by the agency of the plaintiff by his introduction or intervention.

RIDDELL, J., dissented.

D. Macdonald, for defendant. *G. M. Ferguson*, for plaintiff.