

Divisional Court.] **CRONK v. CARMAN.** [April 12.

Principal and agent—Remuneration of agent—General employment—Implied contract—Quantum meruit.

Appeal by the defendants from the judgment of the County Court of Hastings. The plaintiff, who was formerly foreman of the defendants, sued to recover \$250, which he said the defendants agreed to pay him if he procured a purchaser for their printing business, whom he said he did procure, but which assertion the defendants denied. At the trial, judgment was given for the plaintiff for \$250, and costs. The legal position as stated by the court was that the defendants employed the plaintiff to sell at \$12,000, this he was unable to do, but he procured a purchaser for a smaller price, and they accepted this purchaser at the lower price.

Held, that there was an implied contract to remunerate. As to the amount, the most which plaintiff could recover would not necessarily be the amount named as commission upon the higher price, but he should be awarded on a quantum meruit. Appeal dismissed with costs.

C. Müller and F. E. O'Flynn, for defendants. *E. N. Armour*, for plaintiff.

Province of Nova Scotia.

SUPREME COURT.

Full Court.] **LANE v. DUFF.** [April 29.

Solicitor and client—Retainer—Scope of authority—Payment—Effect of—Successive applications—Estoppel.

Plaintiff was employed by the master and managing owner of a vessel of which defendant was part owner to act as solicitor in connection with proceedings against several seamen for desertion and also in resisting an application for their discharge from imprisonment. After the imprisonment of the seamen the master was removed from his position as managing owner and defendant, who was appointed in his stead, paid a note given by the master for plaintiff's services in securing the conviction of the men and in successfully resisting the application for their