

amount shall be found to be overdue on a certain promissory note for \$1,272, on the taking of an account between the parties, the defendant shall forthwith, at his own expense, procure and register a proper discharge of the plaintiff's land from the Soper mortgage referred to in the material; directing a reference to the Master at Ottawa to take the account; and providing that, on the discharge being registered, there shall be paid out of Court to the defendant (out of the \$1,000) such sum as shall be found due by the plaintiff to him, and that the balance of the \$1,000 shall be paid out to the plaintiff, and that further directions and costs shall be reserved till after the Master's report. S. R. Broadfoot, for the plaintiff. W. C. Greig, for the defendant.

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SWARTZ V. BLACK—KELLY, J.—JULY 8.

*Evidence — Conflict — Written Instrument — Registration against Land—Cloud on Title—Finding of Trial Judge—Removal of Instrument from Register.*]—Action for a declaration that a certain instrument in writing by which the defendants agreed to exchange two houses belonging to the defendant Black in Claremont street, in the city of Toronto, for one house belonging to her co-defendant, in the same street, was a cloud upon the plaintiffs' title; to have the instrument delivered up for cancellation; and the registration thereof vacated. The action was tried without a jury. The evidence was conflicting. The learned Judge found in favour of the plaintiffs, saying that the object of the defendants was to tie up the property and thus prevent the plaintiffs from dealing with it, and granted the plaintiffs the relief claimed with costs. H. H. Shaver and G. N. Shaver, for the plaintiffs. M. Wilkins, for the defendants.

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KIDD V. NATIONAL RAILWAY ASSOCIATION AND NATIONAL UNDERWRITERS LIMITED—HODGINS, J.A.—JULY 10.

*Principal and Agent—Agent's Commission on Sale of Company-shares—Action against two Companies—Contract—Terms of Employment—Evidence—Right to Commission—Liability of Companies respectively—Costs.*]—An action tried at the Toronto non-jury sittings. The plaintiff sued both companies for commission on the sale of stock in the National Railway Association. The learned Judge, after setting out the facts at length, stated his conclusions as follows:—I think the plaintiff must,