

manufactured by the defendants in Ontario. The guaranty was given as directly for the benefit of the defendants as for the benefit of their selling agency.

The giving of the guaranty was plainly within the powers of the defendants.

Union Bank of Canada v. A. McKillop & Sons Limited (1913-15), 30 O.L.R. 87, 51 Can. S.C.R. 518, distinguished.

Hovey v. Whiting (1887), 14 Can. S.C.R. 515, 531, 532, gives the rule applicable: "All deeds executed under the corporate seal of an incorporated company which is regularly affixed are binding on the company unless it appears by the express provisions of some statute creating or affecting the company, or by necessary or reasonable inference from the enactments of such statute, that the Legislature meant that such deed should not be executed; and the directors of the company have authority to affix the seal of the company to all such deeds not so, as above, forbidden. . . ."

Applying this rule to the facts established, and bearing in mind that the directors of the defendants acted in matters incidental to the business of their company through their general manager and secretary or acting secretary, the defendants could not escape liability.

The plaintiffs should be at liberty to amend the writ of summons by setting up the continuing guaranty of 1914 as an additional basis of their claim.

Judgment for the plaintiffs against the defendants for \$100,528.42, with interest from the 30th June, 1918, and with costs.

ROSE, J.

NOVEMBER 23RD, 1918.

McKIBBON v. WELBANKS.

Trusts and Trustees—Conveyance of Land to Defendants—Parol Agreement with Plaintiff to Sell and for Payment to him of Surplus of Proceeds of Sale after Payment of what it "Cost" Defendants—Enforcement of Trust—Ascertainment of "Cost"—Deduction for Improvements—Claim for Wages—Services Rendered by Member of Household.

The plaintiff, the owner of land, conveyed it in 1909 to B., who, by an instrument under seal, agreed that if, on or before the 11th November, 1909, the plaintiff paid \$2,922, B. (B.) would convey the land to the plaintiff. If the plaintiff did not make his pay-