

been gained: whilst, if the defendants' contention be right, they will gain greatly by the agent's death, out of the business secured by him.

The other point made by the defendants is the stronger one; but, in my opinion, it ought not to prevail.

The agent's agreement, made with Skinner, was one made upon a general form of the company, and one which was intended to be subject to modification: a resolution of the board of directors upon the subject is in these words: "That the three contracts be approved and sealed and signed pursuant to the by-law, and that any letters containing any modifications of the contracts be countersigned by the president and vice-president signing the original contract." The "modifying letters" in connection with Skinner's contract were not so countersigned: but these internal arrangements of the method of doing that which there was power to do, were not binding upon one unaware of them and dealing, in good faith, with the proper officers of the company, as Skinner was and did.

The "modifying letter" was either part of the agreement or an independent collateral agreement on the faith of which the agreement was signed and accepted.

But, if this were not so, then there was no agreement: the parties were never at one; there was unquestionably no agreement, on Skinner's part, to serve except on the terms of the "modifying letter:" and his legal representative should, I think, have, upon that basis, all that has been adjudged to her in this action.

I would dismiss the appeal.

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### HIGH COURT OF JUSTICE.

BRITTON, J., IN CHAMBERS.

JANUARY 23RD, 1911.

#### REX v. LAWSON.

*Criminal Law—Magistrate's Conviction—Destruction of Property—Jurisdiction of Magistrate—Excessive Fine—Compensation—Criminal Code, secs. 238, 239, 539—Amendment.*

Motion by the defendant to quash his conviction by the Police Magistrate for the District of Algoma on the 12th December, 1910, "for that the said J. Lawson, at Blind River, in the said