

pointed shall not affect the validity of any list;" also secs. 43, 44. Section 42 seems, indeed, almost, if not quite, wide enough expressly to include the omission by the clerk to give the notice required by sub-sec. 4 of sec. 17.

As to the other objections; not all of them were urged before us, the main one evidently being that which I have discussed above. Several of them are based upon facts which were disputed and found against the applicant; and as to those, if any, which depended upon questions of law, they are either covered by the recent judgment of this Court in *Re Ellis and Town of Renfrew*, supra, or are too trivial and unimportant to justify further discussion.

The application should be refused with costs.

MARCH 8TH, 1911.

McCARTHY & SONS CO. v. W. C. McCARTHY.

Contract—Company—Authority of Agent—Ratification—Enforced Resignation of Manager—Promise to Pay Sum of Money—Evidence.

Appeal by the defendant from the order of a Divisional Court, 1 O.W.N. 500, allowing an appeal by the plaintiffs from an order of ANGLIN, J., 12 O.W.R. 1123, varying a report of the Local Master at Ottawa by allowing to the defendant, upon taking the accounts between the parties, a disputed item of \$1,000.

At the trial the action was referred to the Master, who found upon the evidence that the agreement upon which the defendant relied had been made, but that Mr. Murphy, the plaintiffs' agent, was not authorised to make it. ANGLIN, J., held that the plaintiffs had ratified the agreement which, he agreed with the learned Master, had in fact been made. The Divisional Court held that no agreement had in fact been made, and restored the Master's report as to the item in question.

The appeal was heard by MOSS, C.J.O., GARROW, MACLAREN, MEREDITH, J.J.A., and SUTHERLAND, J.

C. A. Moss, for the defendant.

G. H. Watson, K.C., for the plaintiffs.