

in a condition suitable for carrying on their works with reasonable safety they were liable for the injuries sustained by the employee, although the explosion may have been attributable to neglect of duty by fellow-workmen. Appeal allowed with costs.

*Mellish*, for appellant. *Newcombe*, K.C., and *Drysdale*, K.C., for respondents.

N.B.] CORNWALL & HALIFAX BANKING CO. [May 27.

*Insurance—Application—Beneficiary not named in policy—Right to proceeds—Accident policy—Act for benefit of wives and children.*

Where, through error, and unknown to the insured, the beneficiary mentioned in the application for insurance is not named in the policy, he is nevertheless entitled to the benefit of the insurance. *DAVIES and MILLS, JJ.*, dissenting.

Per *SEDGEWICK, J.*—The New Brunswick Act for securing to wives and children the benefits of life insurance (55 Vict. c. 25) applies to accident insurance as well as to straight life. Appeal allowed with costs.

*C. J. Coster*, for appellant. *Armstrong*, K.C., for respondent.

Ont.] CLERGUE & MURRAY. [May 27.

*Principal and agent—Sale of land—Authority to agent—Price of sale.*

M., owner of an undivided three-quarter interest in land at Sault Ste. Marie, telegraphed to her solicitor at that place "sell if possible, writing particulars; will give you good commission." C. agreed to purchase it for \$600 and the solicitor telegraphed M. "Will you sell three-quarter interest, sixty-seven acre parcel, Korah, for six hundred, hard cash, balance year? Wire stating commission." M. replied "Will accept offer suggested. Am writing particulars; await my letter." The same day she wrote the solicitor: "Telegram received. I will accept \$600; \$300 cash and \$300 with interest at one year. This payment I may say must be a marked cheque at par for \$300 minus your commission, \$15; and balance, \$300, secured." The property was encumbered to the extent of over \$300, and the solicitor deducted this amount from the purchase money and sent M. the balance which she refused to accept. He also took a conveyance to himself from the former owner, paying off the mortgage held by the latter. In an action against M. for specific performance of the contract to sell:

*Held*, affirming the judgment of the Court of Appeal that the only authority the solicitor had from M. was to sell her interest for \$585 net, and the attempted sale for a less sum was of no effect.

*Held*, further, that the conveyance to the solicitor by the former owner was for M.'s benefit alone. Appeal dismissed with costs.

*Ritchie*, K.C., and *Marsh*, K.C., for appellant. *Aylesworth*, K.C., for respondent