

Full Court.]

[Dec. 20, 1902.

DAVIDSON v. MANITOBA AND NORTH-WEST LAND CORPORATION.

Principal and agent—Commission—Secret bargain between purchaser and agent of vendor.

Judgment of KILLAM, C.J., noted vol. 38, p. 600, affirmed with costs on appeal to the Full Court.

Daly, K.C., and *Elliott*, for plaintiff. *Ewart*, K.C., and *Bradshaw*, for defendants.

Province of British Columbia.

SUPREME COURT.

Full Court.]

MARINO v. SPROAT.

[April 29, 1902.

Appeal—Introducing fresh evidence on appeal—Practice.

Motions by appellants to admit in the Full Court further evidence on the hearing of appeal from a judgment at the trial.

Held, that an application to admit further evidence which might have been adduced at the trial, should be supported by the affidavit of the applicant, indicating the evidence desired to be used and setting forth when and how the appellant came to be aware of its existence, what efforts, if any, he made to have it adduced at the trial, and that he is advised and believes, that if it had been so adduced, the result would probably have been different.

Davis, K.C., and *Taylor*, K.C., for the motions. *Duff*, K.C., and *John Elliot*, contra.

Full Court.]

SAUNDERS v. RUSSELL.

[June 18, 1902.

Mortgage by infant—Voidable contract—Repudiation of—What amounts to—Infants' Contracts Act.

Appeal from judgment of IRVING, J., dismissing a foreclosure action.

Held, that a mortgage executed by an infant before the passing of the Infants' Contracts Act is not void but voidable, and if the infant wishes to avoid it he must expressly repudiate it within a reasonable time after coming of age.

R., in 1896, being then an infant, executed a mortgage in favor of plaintiff. R. came of age on Jan. 27, 1900, and at that time on account of default having been made in the payment of the loan, S. was proceeding