was dismissed, but without costs as to these two defendants, there being circumstances which might, unexplained, appear to be suspicious.

The other defendants, two pecuniary legatees under the attacked will, and a religious society to whom land was devised by it, submitted their rights to the Court, but appeared by counsel at the trial, and joined in resisting the plaintiffs' claim.

Held, that these defendants were in the position of "interveners" under the English procedure, and were not entitled to costs out of the estate.

Held, also, that they were not entitled to costs against the plaintiffs.

Semble, that they would be entitled to compensation in the administration of the estate.

Watson, Q.C., and *W. D. Swayze,* for plaintiffs. *E. F. B. Johnston,* Q.C., *Kirwan Martin* and *M. S. Mercer,* for the various defendants.

Rose, J.] EVANS *v.* CHANDLER. [May 7.

Costs—Scale of—Jurisdiction of County Courts—Ascertainment of amount —Price of goods sold.

In an action for the price of goods sold, in which the plaintiff recovered $290, it was contended that that amount was ascertained by the act of the parties, and therefore within the jurisdiction of the County Courts, because the goods were sold according to a price list agreed to, and therefore the amount was ascertainable by a simple computation.

Held not so. *Thompson* v. *Pearson,* 18 P.R. 420, distinguished.

W. R. Smythe, for plaintiff. *D. E. Thomson,* Q.C., for defendants.

Rose, J.] [May 9.

PIGOTT *v.* EMPLOYERS' LIABILITY ASSURANCE CORPORATION.

Insurance — Employer's liability contract — Alteration after execution— Foreign company—Local agent—Authority—Notice.

A local agent of an English insurance company, without authority from any one, upon the request of the assured, and after some correspondence with the chief agent for the company in Ontario as to other changes which had been refused, to the knowledge of the assured, altered an employer's liability policy which had been sent to him for delivery to the assured by making it comprehend the workmen at a place other than those named in the policy, and then handed it to the assured, who paid him the premium. He then sent the premium to the chief agent for Ontario, and advised him at the same time of the alteration made. The power to make any change in the policy did not rest in the local agents, nor in the chief agent for Ontario, but only in the manager and attorney for Canada, who was not notified of the alteration.