

LOUBRIE V. GRAHAM—KELLY, J.—AUG. 8.

Principal and Agent—Agent's Commission on Sale of Goods—Action for—Evidence—Failure to Establish Claim.]—The plaintiff, carrying on business in Bordeaux, France, under the name and style of "Bureau de Courtage International," sued to recover commission at the rate of 3 per cent. on the sale by the defendants, manufacturers of food products in Belleville, Ontario, to the French Government or its representative of a large quantity of food supplies; or, in the alternative, a fair and reasonable remuneration for services alleged to have been rendered by the plaintiff as agent for the defendants. The action was tried without a jury at a Toronto sittings. KELLY, J., in a written judgment, said, after reviewing the evidence, that he could not find that the sale made by the defendants was to a purchaser introduced by the agent, or that the defendants had improperly taken the benefit of the labour of the plaintiff, or that any wrongful act of theirs so interfered with his negotiations as to entitle him to remuneration. The plaintiff had not established his claim. Action dismissed with costs. E. G. Long, for the plaintiff. M. Wright, for the defendants.

POTOCHUKE V. FRIEDMAN—KELLY, J.—AUG. 13.

Contract — Rectification — Evidence — Onus — Specific Performance—Trust—Account.]—Action for rectification of an agreement, a declaration that the defendant Minnie Friedman held her interest in a certain property in trust for the plaintiff, for specific performance, an account, and other relief. The action was tried without a jury at Sault Ste. Marie. KELLY, J., in a written judgment, said that the dispute between the parties was on matters of fact only. One question was: Did the defendant A. Friedman agree with the plaintiff to purchase for him the property referred to in the pleadings, and did the plaintiff, therefore, become entitled to the property as Friedman purchased it? and the other was, whether the plaintiff bound himself to the defendants, or either of them, not to carry on certain lines of business on that property for 10 years, or for any other time. The evidence was conflicting. The onus was upon the plaintiff. The learned Judge found that the defendant A. Friedman agreed to purchase the property for the plaintiff, and that he agreed with the plaintiff that all that he, Friedman, was receiving out of the transaction was \$200, which was intended to represent commission or remuneration for his services in making the purchase for the plaintiff. The plaintiff was entitled to an accounting on the basis of a purchase at \$3,000