

Mathers, J.] **HAFFNER v. CORDINGLEY.** [March 25.
Commission on sale of land—Meaning of words “completion of the sale.”

A dispute having arisen as to the plaintiffs' right to a commission on the sale of certain property belonging to the defendant, the former claiming \$5,000, the latter denying liability for anything, the parties compromised at \$2,000 and the defendant gave the plaintiff a letter which was in part as follows:—“In connection with the sale of (description) from Mrs. Cordingley and myself to John A. Lock et al. I hereby agree that on the completion of the said sale I will pay your firm a commission of \$2,000 . . . This amount to be paid on completion of the deal.”

The purchaser had previously made a deposit of \$2,000, but had not signed a formal agreement of purchase. A few days afterwards the formal agreement was executed by all parties and a further payment of \$10,000 made.

The purchaser subsequently made default in payment of further instalments of the purchase money, and the defendant took back the land and released the purchaser from all obligations under the agreement.

The defendants resisted the action for the \$2,000 commission on the ground that the sale had not been “completed” within the meaning of his letter.

Held, that the letter should be interpreted in the sense in which the parties intended the words to be understood at the time, as gathered from the document itself and the surrounding circumstances, and that what the parties meant by the words “completion of the sale” and “completion of the deal” was the execution of a binding agreement of sale.

Munson, K.C., and Haffner, for plaintiffs. A. J. Andrews and Macneill, for defendant.

Province of British Columbia.

COURT OF APPEAL.

Full Court.] [March 31.

ARMSTRONG v. ST. EUGENE MINING COMPANY.

Workmen's Compensation Act, 1902 — Arbitration — Case stated by arbitrator—Referred back by Full Court—Further case stated to single judge—Jurisdiction of judge to entertain and refer back to arbitrator.

On a case stated in an arbitration under the Workmen's Compensation Act, 1902, the Full Court referred the question back to