

a certificate for twenty-five shares, signed by Ostrom as managing director and one Graham as first vice-president. In this action the plaintiff's case was that he received in good faith a share certificate signed by the proper officers of the defendants, and on the faith of it released his action, and that it would not be equitable to revert to the former action, as the copyrights had expired. The defendants denied that they had anything to do with the settlement, or with the delivery of the stock to Ostrom, or with its alleged issue. The settlement of the first action was effected by Mr. K., purporting to act on behalf of the defendants. Riddell, J., said he could find no evidence that anything else was in view than that Ostrom should in some way put himself in a position to transfer the shares to the plaintiff; he hoped to make such an arrangement with the defendants' shareholders, but did not do so. The plaintiff dealt in fact with Ostrom, and not with the defendants, and must be compelled to look to Ostrom only. Ostrom had no paid-up stock to deliver, and the plaintiff, dealing with Ostrom, took at his peril what Ostrom gave him. Ostrom had not the power to bind the defendants by the delivery of a certificate, even though that certificate had the name thereon of the first vice-president also—this without attacking the salutary principle that one dealing with a company, through the company's authorised agents, is not to be held to know the limits of the agents' authority. K. was not an agent, and, while Ostrom was an agent for some purposes, the plaintiff was dealing with him as an individual, and not an agent. Action dismissed without costs. J. W. Bain, K.C., and M. Lockhart Gordon, for the plaintiff. M. Wilson, K.C., for the defendants.

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BARTLETT V. BARTLETT MINES LIMITED—MASTER IN CHAMBERS  
—SEPT. 26.

*Particulars—Statement of Claim—Contract of Hiring—Discovery.*]—Motion by the defendants for particulars of the 3rd and 4th paragraphs of the statement of claim. By the 3rd paragraph it was alleged that in January, 1909, the plaintiff was employed by the defendants as their mineralogist at a salary of \$2,000 per annum; and by the 4th, that the plaintiff continued in the defendants' employment "under the contract of employment above mentioned" during the whole of the year 1909. Payment of \$2,000 was, therefore, demanded. The defendants sought particulars of the manner in which and the person or persons by whom the plaintiff was employed as alleged in paragraph 3, and of the employment of the plaintiff as set out in paragraph 4. The de-