

LIVINGSTON v. CUMMINGS—BRITTON, J.—JUNE 26.

Contract—Sale of Lands—Principal and Agent—Share of Profits—Commission—Costs.]—An agreement of the 7th December, 1914, provided that the plaintiff should have the exclusive right of sale of certain lands owned by the defendant for the period of two years from the 1st June, 1912, for the price of \$500 an acre, or such other price as might be agreed upon in writing. Under this agreement, having regard to what took place under it, the plaintiff claimed a commission and a share of the profits made by the defendant from the sale of part of the lands, or damages for breach of the agreement. The plaintiff's claim was for \$12,700. The action was tried without a jury at Toronto. The questions were entirely questions of fact. The evidence is carefully reviewed by the learned Judge, in a considered judgment; the greater part of the plaintiff's claim is denied; but it is held that he is entitled to commission upon a sale to one Annis, though not to a share of the profits from that sale. Judgment for the plaintiff for \$217.50, with costs, and without a set-off of costs in favour of the defendant. C. A. Moss and H. J. Martin, for the plaintiff. M. H. Ludwig, K.C., for the defendant.

KREAMER v. CLARKSON—SUTHERLAND, J.—JUNE 26.

Company—Assignment for Benefit of Creditors—Transfer of Assets of Company to New Company—Resolution of Creditors—Dissentient Creditor—Injunction—Delay in Moving.]—Motion by the plaintiff for an interim injunction restraining the defendant Clarkson, as assignee for the benefit of the creditors of a company called "Motordromes Limited," from transferring to a new company the assets of that company in the manner stated in the minutes of a meeting of creditors of the old company, held on the 30th November, 1914, upon the ground that such transference would give to some of the creditors preferences over others and of the inability of the assignee legally to make the transfer. The plaintiff's claim was for a commission charged the company for building a motordrome and for salary as manager thereof. The notice of motion having been served only on the 21st April, 1915, and it appearing that the resolution had been acted upon and that it was now impossible to restore all parties to the positions they were in when the resolution was passed in November, 1914, SUTHERLAND, J., was unable to see how he could rightly make an order such as was asked. Motion dismissed with costs. W. A. Proudfoot, for the plaintiff. J. T. White, for the defendants.