

Reference to Pollock on Contracts, 5th ed., p. 437; article by Mr. Bigelow in 1 L.Q.R. 298; Cooper v. Phibbs (1867), L.R. 2 H.L. 149; Halsbury's Laws of England, vol. 21, para. 67; Batten Pooll v. Kennedy, [1907] 1 Ch. 256; Cushen v. City of Hamilton (1902), 4 O.L.R. 265.

Durrant v. Ecclesiastical Commissioners (1880), 6 Q.B.D. 234, is, as pointed out in Trusts Corporation of Ontario v. City of Toronto (1899), 30 O.R. 209, 213, a case of mistake in fact.

*Action dismissed with costs.*

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SINCLAIR V. TORONTO BRICK CO. LIMITED — FALCONBRIDGE,  
C.J.K.B.—MAY 8.

*Company—Contract—Authority of Manager—Agreement to Discharge Mortgage—Correspondence—Construction.*—Action to compel the defendants to carry out an alleged agreement to discharge a mortgage, and for an injunction restraining the defendants from taking or continuing proceedings to enforce the mortgage against the plaintiff's property, and for damages. The action was tried without a jury at Toronto. The learned Chief Justice, in a written opinion, set out the correspondence which, the plaintiff alleged, constituted the agreement, and said that it was perfectly manifest that the defendants never contemplated discharging their mortgage, as to the plaintiff's property, and allowing him to assume \$500 only of the mortgage-moneys and pay when and as he pleased. If the letter of the 6th February, 1915, should be considered capable of any such construction, it was equally manifest that the defendants' manager had no authority to write such a letter, and that it did not bind the defendants, an incorporated company. There was no meeting of directors or other corporate act to authorise or sanction it; the president of the company gave no authority to write such a letter, nor did he know that such a letter was written; and the offer of Allan (unauthorised as it was in the sense assigned to it by the plaintiff) was not made in the ordinary course of the company's business. Action dismissed without costs. L. F. Heyd, K.C., for the plaintiff. M. H. Ludwig, K.C., for the defendants.