

eral agent of a company in part payment of ten shares of the stock of the company for which the defendant subscribed by signing an agreement in the stock book to take the shares within two days, defendant wrote to the general agent that he did not want the stock, and to return his note. The letter reached the general agent before notice of allotment of the shares or of the acceptance of his application reached defendant.

*Held*, that defendant's agreement was nothing more than an application for the shares, which was not binding on him until accepted by the company, and notice of such acceptance given to him, that the general agent was the agent of the company to receive the notice of withdrawal and that notice to him was notice to the company, and that defendant was no longer liable on his stock subscription or upon the note he had given on account of it, as it was admitted that the plaintiff had no better right to the note than the company would have had.

*Wilton*, for plaintiff. *Locke*, for defendant.

Dubuc, C.J.]

HARVEY v. WIENS.

[Oct. 22.

*Sale of land—Cancellation of agreement of sale—Breach of contract—Damages.*

The defendant entered into possession of a farm purchased from the plaintiff under an agreement by which the purchase money was to be paid in ten yearly instalments. He made default in the payment due in on 1st December, 1904, and the plaintiff in the following July cancelled the agreement by notice.

*Held*, that the defendant was liable in damages for the breach of his agreement and for taking away the crop of 1905 after his right to possession was gone, and that, in addition to the value of such crop, plaintiff should be allowed the cost of ploughing 35 acres of the land which had been well ploughed when defendant took possession, but had been left unploughed when defendant gave up possession. *Fraser v. Ryan*, 24 A.R. 444, and *Icely v. Green*, 6 N. & M. 467, followed.

*Robson and Coyne*, for plaintiff. *Hoskin*, for defendant.