

Man.]

BUTLER v. MURPHY.

[May 4.

*Principal and agent—Broker selling on Grain Exchange—Contract by broker in his own name—Liability of principal—"Futures"—"Options"—"Margins"—Board rules.*

On 14th August, 1917, the defendant, who resided in the state of Nebraska, wrote the following letter to the plaintiffs, grain dealers at Winnipeg, Man.: "Yours of recent date enclosing market report received. I shall be north in about four weeks to look after the new crop and, if you can sell No. 2 oats for 37c. or better, in store Fort William, you had better sell 4,000 bus. for me, and I will be up at Snowflake then so I can look after the loading of them, and I will send the old oats then." The plaintiffs, who were also brokers on the Winnipeg Grain Exchange, sold the oats at 38½ cents on the "Board," without disclosing the name of their principal, for October delivery, becoming personally liable for the performance of the contract according to the rules of the Exchange. Upon defendant refusing to deliver the oats, the plaintiffs purchased the quantity of oats so sold at an advance in price in order to make the delivery and brought the action to recover the amount of their loss thus sustained.

*Held*, reversing the judgment appealed from (18 Man. R. 111), that the authority so given did not authorize the plaintiffs to make a sale under the Grain Exchange rules binding upon their principal and, consequently, that he was not liable to indemnify them for any loss sustained by reason of their contract. Appeal allowed with costs.

*Haydon*, for appellant. *Ewart*, K.C., and *Noble*, for respondents.

Dom. Arb.]

[May 28.

PROVINCE OF QUEBEC v. PROVINCE OF ONTARIO.

*Arbitration — Statutory arbitrators — Jurisdiction — Awards "from time to time"—Res judicata.*

The statutes authorizing the appointment of arbitrators to settle accounts between the Dominion and the Provinces of Ontario and Quebec and between the two provinces, provided for submission of questions by agreement among the governments interested; for the making of awards from time to time; and that subject to appeal, the award of the arbitrators in writing should be binding on the parties to the submission.