

A corporation engaged in building bridges, which were partly in Ontario, had a temporary office in Ontario, in which their foreman, and a man under his immediate direction and control and subject to dismissal by him, whose duty it was to keep the time of the men employed in the work and to pay their wages, attended to the office part of their duties. The corporation sent this man the money for the wages, and he deposited it in a bank in Ontario to his own credit, and he occasionally, under the direction of the foreman, paid out other moneys for the corporation. After the work had been suspended and the foreman had left, this man had been in Ontario, under directions from the corporation 'to clean up everything,' and while so there was served with the writ of summons in an action for negligence in the erection of one of the bridges outside of Ontario.

Held, that he was not a person who was to be deemed an agent of the corporation.

W. H. Blake, for the defendants, the Phoenix Bridge Company.
Mulvey, for the plaintiff.

ARMOUR, C. J., FALCONBRIDGE, J., STREET, J.]

[March 27.]

THOMPSON v. PEARSON.

Costs—*Scale of*—*A certification of amount*—*County Courts Act, R.S.O. c. 55, s. 23, (2)*—*Contract*.

The defendant employed the plaintiffs as his brokers to sell on his account 200 shares of stock at a named price, the plaintiffs undertaking that in event of loss the defendant's liability should not exceed \$200. In an action upon this contract the plaintiffs recovered \$200 and interest.

Held, FALCONBRIDGE, J., dissenting, that the amount of \$200 recovered was ascertained by the act of the parties within the meaning of s. 23 (2) of the County Courts Act, R.S.O. c. 55, and therefore recoverable in a County Court.

Decision of MEREDITH, C. J., ante, p. 73, reversed.

J. H. Denton, for defendant. *R. McKay*, for plaintiffs.

Province of Manitoba.

QUEEN'S BENCH.

Dubuc, J.]

FORREST v. G. N. W. C. R. Co.

[March 8.]

Contract—*Corporation*—*Corporate seal*.

The plaintiff was employed by the president of the defendant railway company to act as chief engineer during construction of the railway.

Held, that he was entitled to recover the amount agreed on for the services actually performed by him, and of which the company received the