

The amendments contained in 6 Geo. V. ch. 32 and 9 Geo. V. ch. 35—obviously enacted in consequence of the decisions in Reid v. Aull (1914), 32 O.L.R. 68, and Peppiatt v. Peppiatt (1916), 36 O.L.R. 427—did not assist the plaintiff.

Like the Court in the recent case of Ranger v. Ranger (1920), ante 66, the learned Judge refrained from expressing an opinion as to whether any of the provisions of the Act or amending Acts were ultra vires of the Legislature of this Province.

Action dismissed.

LATCHFORD, J.

MAY 20TH, 1920.

BENETEAU v. BEST.

Contract—Formation of—Sale and Purchase of Land—Correspondence—Refusal of Vendor to Carry out Contract—Purchaser Absolved from Tendering Deed and Purchase-money—Specific Performance.

Action for specific performance of an alleged agreement for sale by the defendant and purchase by the plaintiff of a house and lot in Windsor.

The action was tried without a jury at Sandwich.

F. D. Davis, for the plaintiff.

E. S. Wigle, K.C., for the defendant.

LATCHFORD, J., in a written judgment, said that on the 20th January, 1920, the plaintiff addressed a letter from Windsor to the defendant at Port Dover asking if the defendant would consider selling No. 31 London street east (in Windsor), 28 feet 3 inches frontage by 100 feet deep. The defendant replied on the following day, stating that he had been asking \$4,000, but had dropped \$200 to one party and would do the same to Beneteau. The plaintiff then offered some lots in Windsor in exchange, and on the 14th February again wrote the defendant stating that he had sold the lots mentioned in his previous letter, and that he was now in a position to pay all cash, and asking to have the best cash price stated by the defendant. Best replied on the 15th February stating that his lowest price was \$3,800; that others were after the property, and that the first person accepting his offer would be the one to get it.