

in the statement of claim. The Master said that, in view of the plaintiffs' prayer for a sale of the lands in respect of which they alleged that taxes were due, some of the descriptions were too indefinite; and, therefore, the motion should be granted. He pointed out some of the indefinite descriptions; and said that particulars as asked for in a letter of the applicants' solicitors should be given. Costs in the cause. H. W. Mickle, for the applicants. S. H. Bradford, K.C., for the other defendants. H. H. Davis, for the plaintiffs.

SNIDER V. SNIDER—BRITTON, J.—JUNE 30.

Vendor and Purchaser—Contract for Sale of Land—Right to Conveyance and Possession on Payment of Purchase-price—Time—Extension—Agreement under Seal—Absence of Tender—Refusal to Enforce Performance—Costs.]—Action by the purchaser for specific performance of an agreement for the sale and purchase of farm land, or for damages for breach of the agreement. The agreement was made on the 6th September, 1910; the purchase-price was \$4,000, payable on the 1st April, 1911. In consideration of the plaintiff's agreement to purchase, and on payment of the \$4,000, the defendant agreed to convey the land to the plaintiff; it being expressly provided that time should be of the essence of the agreement. There was nothing in the agreement about possession. On the 1st April, 1911, the parties met; the plaintiff would not pay any money unless the defendant was prepared to give up possession; and the defendant was not willing to leave the premises unless the money was paid. After some discussion, an agreement was prepared and executed by the parties, extending until the 8th April the time for the completion of the sale and purchase, to enable the defendant "to dispose of hay and grain and any chattels so as to give complete possession." This agreement was not stated to be under seal, but seals were attached to it opposite the signatures of the parties. Possession was not given, nor was the purchase-money paid, on the 8th April or afterwards, and this action was brought. BRITTON, J., held that the extension agreement was under seal and imported a consideration, though there was in fact no valuable consideration for the extension; and the result of the two agreements was, that, on payment of the \$4,000 to the defendant on or before the 8th April, 1911, the defendant was bound to convey, and with the conveyance the plaintiff would have been en-