

SUTHERLAND, J.

JULY 12TH, 1911.

MID-WEST AGENCY v. MUNRO.

Vendor and Purchaser—Contract for Sale of Land—Formation of Contract—Letters—Misrepresentation as to Situation of Land—Avoidance of Contract.

Action by the vendors for specific performance of an alleged agreement for the sale and purchase of land.

J. F. Orde, K.C., and N. G. Larmonth, for the plaintiffs.
G. F. Henderson, K.C., and J. G. Gibson, for the defendant.

SUTHERLAND, J.:—The Mid-West Agency is a real estate partnership firm, consisting of Leon Benoit, residing at Winnipeg, Manitoba, and Henry Vaurs, at Melville, Saskatchewan, at which latter place the firm carried on business. The defendant is a carriage-maker, residing at Alexandria, Ontario, whose business takes him from time to time to the Canadian west, where he had made and desired to make investments in real estate.

On the 30th July, 1910, being in Melville, which is a divisional point on the line of the Grand Trunk Pacific Railway Company, he called at the plaintiffs' office; after a preliminary discussion with Vaurs about lots and "acreage," they took together a walk around the town. In the course of this the defendant says that the plaintiff Vaurs pointed to some land lying to the north-west of the town, adjoining the settled portion thereof, which sloped upwards from near the settled portion. Later in the same day he drove the defendant out to the property.

It appears that a portion of the south-east quarter of lot 31 in question herein slopes from south to north in a rising manner to about the middle line between the north and south halves of the said lot, while the south-west quarter slopes downward as it recedes northerly from the town. Upon the evidence, it is clear that while that part of the south-east quarter lying immediately north of the land of the Grand Trunk Pacific Railway Company would be desirable for subdivision into lots for building purposes, the south-west quarter would be much less so. What the defendant wanted and was the subject of discussion between him and Vaurs, was acreage suitable for such subdivision.

On their return from the drive, a further discussion ensued, which, the plaintiff Vaurs says, ended in the defendant making the following offer, viz., to purchase from the plaintiffs all that