

marriage following such offer, become a contract binding on all parties concerned."

He further states that no formal document is necessary, but, to enable such a contract to be enforced, it must:—1, comply with the Statute of Frauds; 2, be a definite offer which is turned into a contract by the celebration of the marriage; 3, be reasonably certain as to the amount and nature of the property to which the contract applies—parol evidence being admissible to explain ambiguities, and 4, be proved that the marriage took place on the faith of the offer.

The finding of the trial Judge is to the effect that these conditions have been complied with and that anything that was uncertain in the original contract was made certain by the execution by defendant of the assignment of the above described land to his son.

The appeal should, therefore, be dismissed with costs.

Appeal dismissed.

ROWLEY v. COOK.

Saskatchewan Court of Appeal, Haultain, C.J.S., Newlands and Lamont, J.J.A. May 3, 1920.

CONTRACTS (§III B—209)—*Unlicensed architect—Agreement with, for plans for a building—Notice of cancellation to assistant—Communication to architect before reinstatement—Right to recover for services rendered.*—Appeal from the trial judgment in an action by an architect to recover the amount of fees due for preparing a sketch of a building to be erected. Reversed.

L. L. Dawson, for appellant.

G. A. Ferguson, for respondent.

The judgment of the Court was delivered by

LAMONT, J.A.:—The plaintiff claims the sum of \$210 for preparing sketch plans for a building to be erected by the defendant. The estimated cost of the building was \$21,000, and the fee charged one per cent. The District Court Judge found that the defendant in January, 1919, employed the plaintiff to prepare plans. The plaintiff at the time was not a registered architect, and did not become one until February 17 of that year, he having been struck off the roll for non-payment of fees. The Judge also found

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C. A.