

NOVA SCOTIA.

SUPREME COURT.

JUNE 6TH, 1911.

POWER v. MCGILLIVRAY.

*Land—Agreement for Sale—Specific Performance—Wages—
Landlord and Tenant—Tenancy at Will.*

Action claiming specific performance of contract for deed of land, and alternately for wages.

J. P. McIsaac, for plaintiff.

A. Macneil, for defendant.

RUSSELL, J.:—The plaintiff was living with his mother who was the defendant's sister, on a farm at Springfield, Antigonish, and the defendant's mother, plaintiff's grandmother, was living on a farm at South River. She was very old and growing older, and the defendant, her daughter had been earning her living in the United States, where she had employment that paid her better than it would to remain with her mother on the farm. Besides, she could not work the farm, but she was desirous that her mother should be looked after and the farm kept up, and it was thought it a good arrangement to have the plaintiff and his mother come to South River. She, that is the defendant, therefore made this proposition to plaintiff's mother with whom all the business was transacted. The terms under which plaintiff and his mother came do not seem to have been very clearly settled, and the parties are at variance for want of a definite arrangement in writing. Plaintiff says that he was to stay for three years and afterwards have a deed or money whichever he liked. In a previous interview, according to his evidence defendant had offered to give him a deed of the farm or wages (not saying whose the option should be). The plaintiff's sister reports that defendant said if plaintiff did not get a deed he would get wages. The arrangement, whatever it was, was made in 1895, and defendant went back to the States. Her mother died only seven months afterwards, but plaintiff and his