

pany for a declaration that plaintiffs were entitled to a renewal of the exclusive privilege of placing advertisements in certain spaces in the cars of defendant railway company, and that their rights were prior to those of defendant advertising company, and for specific performance of an agreement for renewal, or for damages.

By the agreement defendant railway company leased the privilege to plaintiffs for 3 years from 1st September, 1901, at an annual rental of \$5,000—"this agreement to be renewable at the end of 3 years, at a price to be agreed upon, but not less than \$5,000 per annum."

E. E. A. DuVernet, for plaintiffs.

J. Bicknell, K.C., and J. W. Bain, for defendant railway company.

S. B. Woods, for defendant advertising company.

TEETZEL, J.— . . . In my opinion the language used in this agreement is too vague and indefinite to create any responsibility either for specific performance or damages.

Plaintiffs' right to renewal depends upon the parties coming to an agreement as to the price. No machinery is provided for fixing the price, in the event of the parties failing to agree. Nothing binds either party to accept the minimum of \$5,000 in the event of a failure to agree upon any higher price. . . .

As I view the provision, it is no more than an engagement of honour, under which both parties promise a renewal if they can agree upon the price, and under which neither party has any remedy in law against the other for not agreeing or for failing to make a bona fide effort to agree.

Viewing the engagement as merely honorary, it follows that there is no force in plaintiffs' argument that in any event the railway company could not, during the currency of plaintiffs' lease, put it beyond their (the railway company's) power to grant plaintiffs a renewal at the end of the 3 years.

[Manchester Ship Canal Co. v. Manchester Race Course Co., [1900] 2 Ch. 252, [1901] 2 Ch. 37, distinguished.]

The following cases may be referred to for agreements held void for uncertainty: Montreal Gas Co. v. Vasey, [1900] A. C. 595; In re Vince, [1892] 2 Q. B. 478; Fogg v. Price, 145 Mass. 513; Price v. Assheton, 1 Y. & C. Ex. 441; also cases cited by Mr. C. B. Labatt, "Law of Options," 36 C. L. J. 564.

Action dismissed as against both defendants with costs.