

The agreement as altered was deposited by plaintiffs in the registry office for the county of Kent, pursuant to the Custody of Title Deeds Act, and was duly entered by the registrar in the proper abstract index.

On 24th March, 1906, Campbell leased the lands to defendants the Central Oil and Gas Company, for the purpose of drilling for oil and gas, and that company put down a well or wells on the same and produced oil which they sold and shipped.

Plaintiffs claim specific performance of the agreement entered into by defendant Campbell, and a declaration that plaintiff is entitled to the possession of the described lands, and an injunction restraining the defendants, or either of them, from drilling for or producing or carrying away petroleum oil from the premises, and an account of the oil produced.

A lease was prepared by plaintiffs, dated 1st November, 1905, and was about that date tendered to Campbell, who refused to execute it. The demise in the lease tendered for execution is "for the term of 5 years and so long thereafter as oil or gas is produced from the land in paying quantities," &c.

Specific performance is resisted on two grounds: (1) that according to the provisions of the Statute of Frauds there is no sufficient contract; (2) that after the agreement was signed by defendant Campbell, it was altered by plaintiffs, or some person, unknown to defendants, and is, therefore, void; and that plaintiffs have not tendered to defendant Campbell a lease in accordance with the terms of the agreement.

The agreement is lacking in two essential conditions, which disentitle plaintiffs to enforce specific performance; the time from which the term is to commence, and the duration of the term for which the lease is to be granted are not stated therein.

No mention is made in the agreement of the time from which the term is to commence, nor is there anything therein from which it can be inferred what day it is to commence from. It could not be contended that the commencement of the term should be from the date of the agreement, because of these words, "To lease to the Aeme Oil Company . . . at such time as said company shall move a drilling rig into this immediate vicinity." That might