

thereon at the Court rate from June 25th, 1912, as damages—and the amount paid into Court to be paid out to the parties as their interest appears on the above basis. If the amount of costs payable to the defendants exceed the amount of damages and costs payable to the plaintiff, the defendants will have judgment against him for the balance. The report of the Master is confirmed.

MIDDLETON, J.

NOVEMBER 18TH, 1912.

BEER v. LEA.

Sale of Land—Specific Performance—Principal and Agent—Option Taken by Agent—Written Agreement—Nominal Consideration—Appointment for Closing Transaction—Failure of Vendor to Attend—Acceptance—Revocation—Cheque as Payment—Contractual Relationship—Duty of Agent—Disclosure—“Thirty Days”—Meaning of—Fraction of Day.

Action for specific performance of an agreement for sale of lands at Leaside Junction by the defendant Lea.

E. F. B. Johnston, K.C., and S. W. McKeown, for the plaintiff.

A. W. Anglin, K.C., and H. A. Reesor, for the defendant Lea.

Glyn Osler, for the defendant Ogilvie.

MIDDLETON, J.:—The defendant Lea, who owns a block of some 17 acres of land near Leaside Junction, discussed with Dr. Perry E. Doolittle, his medical attendant, the sale of this land. Dr. Doolittle, having in mind some idea that the property might be advantageously used for a sanitarium, undertook to become Lea's agent for the sale of the property; and at that same time took an option upon the property in his own favour. This dual relationship is evidenced by two documents dated February 1st: by one of which a ten days' option is given to purchase at \$2,000 per acre, and by the other, terms are arranged for the payment of the price “in the event of Dr. P. E. Doolittle disposing of my property.” This document further provides: “If Dr. Doolittle succeeds in making the sale of my property I agree to give him a commission of two and a half per cent.”