

THE
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TORONTO, JULY 23, 1903.

No. 28.

FALCONBRIDGE, C. J.

JULY 13TH, 1903.

TRIAL.

ANTHONY v. CUMMINGS.

Gift—Deposit in Bank—Parent and Child—Improvidence.

Action by a mother against her son to recover \$1,000 which was left to the mother by her deceased husband, and deposited by herself and her son in a bank to the joint credit of both.

L. F. Heyd, K.C., for plaintiff.

J. Harley, K.C., for defendant.

FALCONBRIDGE, C.J.—Plaintiff did not intend to make and never did in fact make a gift inter vivos of the fund in question. She did not understand the full consequence and effect of the mode in which the deposit was made. Her capacity to grasp the situation was and is limited, and she did not grasp it, and the transaction was improvident and ill-advised. . . . Judgment for plaintiff as prayed, but without costs, defendant's conduct not having been fraudulent.

OSLER, J.A.

JULY 15TH, 1903.

TRIAL.

CLERGUE v. McKAY.

Specific Performance—Contract for Sale of Land—Authority to Agent to Sell—Refusal to Carry out Agent's Bargain—Offer to Sell to Agent for Undisclosed Principal—Oral Acceptance by Agent—Completed Contract—Statute of Frauds—Conveyance of Land by Vendor before Action—Bona Fide Purchaser for Value without Notice—Registration of Conveyance—Intervening Registration of Certificate of Lis Pendens—Action—Parties—Damages.

Action for specific performance of an agreement to sell defendant Preston's undivided two-thirds interest in certain property in the town of Sault Ste. Marie for \$1,200.