

payment; particularly as to what amount plaintiff would be able to pay annually on account of principal; plaintiff saying, in answer to the solicitor's inquiry if he could pay \$100, that he would not like to state, but would undertake to pay at least \$50 per year. The solicitor was not satisfied with this, and plaintiff says he proposed giving an undertaking to stand any loss that might be occasioned by default in keeping up the payment. Plaintiff appears to have got the impression that this was satisfactory to the solicitor, and that the solicitor had authority to complete the agreement on defendant's behalf. I cannot find that there was any such authority.

I do find, however, that on the Saturday night mentioned, the plaintiff and defendant agreed upon \$1,600 as the purchase price, but that the terms of payment were not then agreed upon, and that down to the time that plaintiff and the solicitor met in the latter's office, these terms were still open.

On the evidence, and especially in view of defendant's denial of instructions to the solicitor, I do not find that there was any agreement on the part of the defendant as to the terms of payment.

The manner and time of payment were a material part of the agreement, which, in order to satisfy the requirements of the Statute of Frauds, should have been set out with such particularity and certainty as would enable the Court to ascertain and define first, whether or not payment was to be in cash, and secondly, if not in cash, on what dates and in what amounts the payments would be made.

What happened in this case falls short of supplying these terms.

As was said by Mr. Justice Teetzel, in *Reynolds v. Foster*, 3 O.W.N. 983, at pp. 985-986: "while the Court will carry into effect a contract framed in general terms where the law will supply the details, it is also well settled that if any details are to be supplied in modes which cannot be adopted by the Court, there is then no concluded contract capable of being enforced."

Here it was necessary for the parties to have gone a step further than they did, and definitely to have agreed upon the terms of payment; that not having been done, the plaintiff cannot succeed.

The negotiations were carried on somewhat loosely, and to hold that an enforceable contract was made would mean going further than the facts warrant.

The action will therefore be dismissed with costs.

I have come to this conclusion somewhat reluctantly, for, though in my opinion the defendant did not render himself