

KELLY, J.

DECEMBER 31st, 1919.

## HOARE v. MOORE.

*Vendor and Purchaser—Agreement for Sale of Land—Statute of Frauds—Omission of Essential Particulars—Refusal to Enforce Contract—Costs.*

Action for damages for breach of a contract.

The action was tried without a jury at Sandwich.

R. L. Brackin, for the plaintiff.

E. S. Wigle, K.C., for the defendant.

KELLY, J., in a written judgment, said that the contract sued upon was for purchase by the defendant from the plaintiff of land in Saskatchewan and purchase by the plaintiff from the defendant of land in Gosfield North, Ontario. The defendant refused to fulfil the contract, and indeed made his part of it impossible of performance by selling and conveying to a third person his Gosfield North land. The plaintiff therefore claimed damages.

In order to satisfy the requirements of the Statute of Frauds, an essential feature of an agreement for the sale of land is, that its material terms be set out with such particularity and definiteness as to enable the Court to enforce it. While the Court will give effect to a contract framed in general terms, where the law will supply the details, it is well-settled that, if any details are to be supplied in modes which cannot be adopted by the Court, there is no concluded contract capable of being enforced: Fry on Specific Performance, 5th ed., para. 368.

In respect to the time and mode of payment, the contract here sued upon was defective and incomplete in that it did not contain such particulars as would enable the Court either to enforce performance or apply the alternative remedy of damages. There was no escape from the conclusion that the contract was wanting in these essential particulars, and that the action upon it must fail.

The defendant's treatment of the plaintiff in withholding from him, near the end of December, the information that he had already sold his property to a third person, disentitled him to any special consideration. Had he then candidly told the plaintiff that he had made another sale, instead of leading him on, it would have been more in accordance with reasonable dealing and might have had some effect in preventing this action; and so it was not a case for costs.

*Action dismissed without costs.*