

THE
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JANUARY 25TH, 1906.

DIVISIONAL COURT.

BRADLEY v. ELLIOTT.

Vendor and Purchaser—Contract for Sale of Land—Specific Performance—Authority of Agent—Execution of Contract for Vendor—Statute of Frauds—Memorandum in Writing—Name of Vendor not Given—Delay—Inadequacy of Price.

Appeal by defendant from judgment of FALCONBRIDGE, C.J., of 31st October, 1905, in favour of plaintiff in an action by an alleged purchaser to compel specific performance or for damages for breach of a contract for the sale to plaintiff of land owned by defendant.

H. L. Drayton and A. G. Slaght, for defendant, contended that the price was grossly inadequate; that one Black, who purported to make the agreement, was not authorized by defendant to do more than find a purchaser, and received a secret commission from the purchaser; and that the vendor was not described in the written contract; and relied on the Statute of Frauds. They also contended that the suit was defective for want of parties, because plaintiff's associates in the alleged purchase were not made parties.

W. S. Middleboro, Owen Sound, for plaintiff.