

point out the particular defect in preparation. The defect in the result, and not its cause, must be given. The words "not fit for human food" and "not merchantable" required no amplification—so the words "and . . . merchantable" at the end of clause 2 of the Master's order should be struck out. The remaining provisions of the order might stand. It was not unreasonable to allow inspection before pleading. If the defendants should find the product as bad as the plaintiffs said, the defendants might want to make amends and pay money into Court. The mode of inspection provided was not complained of. Order of the Master varied accordingly. Costs in the cause. A. W. Langmuir, for the plaintiffs. M. L. Gordon, for the defendants.

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LEMBKE v. UMBACH—MASTEN, J.—OCT. 9.

*Vendor and Purchaser—Agreement for Sale of Land—Authority of Agent of Vendor—Revocation before Agreement Executed—Finding of Fact of Trial Judge.*—Action by the purchaser for specific performance of an alleged agreement for the purchase and sale of land. The action was tried without a jury at Kitchener. MASTEN, J., in a written judgment, said that at the trial he allowed the defendant to make certain amendments to his defence; and, this having been done, three principal defences emerged in the course of the trial: first, a technical defence that the action was prematurely brought on the 24th June, 1919, while the date for completion of the contract by the defendant was the 1st July, and that no clear refusal of performance by the defendant before the 24th June, and no tender by the plaintiff and refusal by the defendant, were shewn; second, that the defendant never agreed personally to sell to the plaintiff, and that he never conferred on the agent Rosenbusch authority to enter on his behalf into a binding contract of sale; third, that, if the agent Rosenbusch had authority to execute a binding contract on behalf of the defendant, such authority was cancelled and annulled prior to the execution of the contract sued on. There was no doubt that the authority of the agent Rosenbusch was revoked on the morning of Saturday the 21st June. The contract in question purported to be executed on the 20th June, and the plaintiff and the real estate agent Rosenbusch (a brother-in-law of the plaintiff) said that the agreement was made on that date. Having regard to their demeanour in the witness-box, to the discrepancies in their statements, to the inherent probabilities, and particularly to the conversation of Rosenbusch with Mrs. Henry Umbach (to whose testimony full credit should be given) on the morning of the 20th June, the