

money agreed on was only about the fair value of lot 17 with the cottage.

Held, 1. Following *Miller v. Dahl*, 9 M.R. 444, and *Tamplin v. James*, 15 Ch. D. 215, that the plaintiff was not entitled to have the contract rescinded.

2. The plaintiff had elected to affirm the contract by paying two monthly instalments of the purchase money and by entering into and retaining possession of the property after he had found out his mistake. *Campbell v. Fleming*, 1 A. & E. 40, and *Dall v. Howard*, 11 M.R. 577.

Bradshaw, for plaintiff. *E. L. Taylor*, and *Laidlaw*, for defendants.

Province of British Columbia.

SUPREME COURT.

Irving J., Martin, J., Duff, J.]

[Nov. 3, 1905.]

SAYWARD C. DENSMUIR.

Mechanics' Lien—Time for filing—Principal and agent—Authority of agent—General particulars—General authority conferred verbally—Subsequently limited by writing—Notice thereof to third party—Judgment in personam—Evidence.

Whether material is supplied in good faith for the purpose of completing a contract, or as a pretext to revive a right to file a lien, is a question of fact for the trial judge and his decision on such fact should govern.

Where an agent is vested with general authority, and such authority is subsequently sought to be limited by writing, notice of such subsequent limitation must be conveyed to third parties having dealings with the agent. In the absence of such notice the principal is estopped from setting up the limitation as against a third party acting bona fide.

Whether authority has been conferred on an agent is a question of fact, which may be proved by shewing that it was expressly given; or the acts of recognition by the principal may be such that the authority may be inferred.

When the relationship of debtor and creditor is established on the hearing of a claim for a Mechanics' Lien, the jurisdiction of the County Court judge to give a judgment in personam arises under Mechanics' Lien Amendment Act, 1900, c. 20, s. 23.