

Ferguson, J.]

PULFER v. PULFER.

[March 17.

*Parent and child—Alleged agreement to work farm—Absence of contract or bargain—Services—Wages—Quantum meruit.*

In an action by a son against his father for a declaration of his rights under an alleged agreement that, if he would return to his father's farm and remain, he would "make it right" with him, and if he remained and assisted in working it the farm should become his property, which agreement was found not proved on the evidence.

*Held*, that although he may have continued on the farm in the hope that it might become his, but without any contract or bargain to that effect, and he and his family obtained their living off the farm, he could not recover for wages as on a quantum meruit.

*B. F. Justin*, for plaintiff. *A. McKechnie*, for defendant.

MacMahon, J.] WATEROUS ENGINE WORKS CO. v. PRATT.

[March 17.

*Contract—Sealed and executed by one party—Revocation—Refusal to accept goods—Subsequent sale by vendor—Damages.*

A contract sealed and delivered by one party, although subject to the approval of the other, cannot be revoked, as in the case of an offer made which can be revoked before acceptance.

In an action on a contract for the manufacture of an engine which was signed, sealed and delivered by the defendant, subject to the approval of the plaintiff company, and which the defendant sought to cancel within twelve days of its execution, and before approval or acceptance was notified by the plaintiff company, but which the latter declined to cancel.

*Held*, that the plaintiff company was entitled to recover.

*Held*, also, that as the plaintiff company had subsequently sold the engine for the full amount of the contract price for the benefit of the defendant, which they had the right to do, the damages recovered should be merely nominal.

*Aylesworth, Q. C.*, for plaintiff company. *Shepley, Q. C.*, for defendant.

Rose, J.]

NEWALL v. MCGEE.

[March 25.

*Landlord and tenant—Lease for term of years—Provision for sale of land before termination of lease—Illegal entry by purchaser—Trespass—Incoming tenant.*

In a lease for five years containing a covenant by the lessor for quiet enjoyment, the lessee agreed that, if the place were sold and he should receive one month's notice prior to the expiration of any year, he would give up peaceable possession and allow any incoming tenant to plough the land after harvest. Before the expiration of the lease, the place was sold and conveyed to the purchaser, and an assignment of the lease made to