

week, signed by the defendant's husband and alleged to have been accepted by the plaintiff by letter delivered within the week. The offer did not contain a sufficient description of the property and there was no consideration for the giving of the option. The plaintiff's letter of acceptance was not produced and he had kept no copy of it, but undertook to give the contents in his evidence. The defendant and her husband both swore that the defendant had not given her husband any authority to sign the offer, but the defendant had expressed to the plaintiff a willingness to sell the property at the price mentioned and had referred him to her husband who was not living with her at the time.

In refusing to decree specific performance of the agreement, the learned judge gave his reasons as follows:—

"The facts of the case may be summarized thus: The land, though purchased with money given to the defendant by her husband, stands in her name and is legally her property. The agreement or option was signed by the husband and, as sworn to by both, without any formal authority to him to do so. The said document does not give a complete description of the land as it does not state where it is situate, whether in Portage la Prairie or elsewhere. This might be supplemented by oral evidence if everything else was in proper form; but the document itself is thereby incomplete. The letter of acceptance is not produced; its presumed contents are verbally given by the plaintiff, but that is very unsatisfactory. That leaves some uncertainty as to its true contents and even as to its date. The agreement or option is not under seal and was given without any consideration. With such defects, incompleteness, uncertainty and total absence of consideration, I do not see how the Court, under the circumstances of the case, can decree specific performance of the said agreement." Action dismissed with costs.

*Hudson and McPherson*, for plaintiff. *Anderson and Williams*, for defendant.

Dubuc, C.J.]

GORDON v. LEARY.

[June 15.]

*Principal and agent—Undisclosed principal.*

The defendant's son, J. G. Leary, with the assistance of defendant, opened up a meat shop in March, 1906, and carried it on for a few months without success under the firm name of J. G. Leary & Co. In the following June, the defendant em-