

never happen. And the commencement of the term, in order to satisfy the Statute of Frauds, must be certain.

In *Marshall v. Berridge*, 19 Ch. D. 223, Lush, L.J., said, at p. 244: "Now it is essential to the validity of a lease that it shall appear either in express terms or by reference to some writing which would make it certain, or by reasonable inference from the language used, on what day the term is to commence. There must be a certain beginning, and a certain ending, otherwise it is not a perfect lease, and a contract for a lease must, in order to satisfy the Statute of Frauds, contain those elements."

[Reference to *Humphrey v. Conybeare*, 80 L. T. 40; *Carroll v. Williams*, 1 O. R. 150.]

Then as to the duration of the term for which the lease is to be granted not being stated in the agreement. As early as 1802, in *Clinan v. Cooke*, 1 Sch. & Lef. 23, where in an agreement, executed between the plaintiff and the agent of the defendant (authorized to contract), for a lease of certain lands, the term for which the lease was to be made was not mentioned, it was held by Lord Redesdale that the defendant was not bound to perform the contract, there being no evidence in the writing of the term to be demised. . . .

[Reference to *Fitzmaurice v. Bayley*, 9 H. L. C. 78, 109, 110; *Clark v. Fuller*, 16 C. B. N. S. 24.]

The essential elements to satisfy the Statute of Frauds are wanting in the agreement on which the action is founded, and it must be dismissed with costs.

As to the defence of the alteration of the agreement, Mr. Kerr says that Campbell was standing there and was verifying the condition under which the contract was given; that is the reason it (the memorandum in the margin) was put there; and presumed that Campbell knew what was being written, and from his silence was assenting to it.

Campbell said he neither saw nor knew of any addition being made to the document after he signed it, and, therefore, could not have assented to its being made.

I find that the addition was made after the agreement was signed by Campbell, and without his consent, and was made by Kerr.

Having for the reasons stated reached the conclusion that the agreement was void, I have not considered it necessary to consider whether the alteration made is a material one.