

and unencumbered in every way, of the Linden Hall property, so called, with a lot of land 76 x 185 feet, beginning at a point 15 feet east of a line to Brunswick street, parallel with the west side cellar wall line of Linden Hall. The buildings of said lot to be delivered in the same condition as now, nothing to be removed but the furniture of the present tenant and that belonging to Mrs. G. Roberts.

L. W. Johnston.

W. T. H. Fenety."

In his evidence the defendant stated the memorandum as in his answer down to the word "feet." He omitted the clause "beginning at a point 15 feet east of a line to Brunswick street parallel with the west side cellar wall line of Linden Hall," and then proceeded, the "property" instead of "the buildings of said lot," to be delivered, &c. There is no essential difference between these three versions. If there were I should feel at liberty to adopt the plaintiff's version in view of the defendant's destruction of the writing when he knew it was to be made the basis of proceedings against him. Each is amply sufficient to satisfy the Statute of Frauds as a written memorandum of an agreement capable of being enforced. They state the names of vendor and purchaser, the property to be sold and the price to be paid: *Catling v. King*, 5 Ch. D. 660; *Shardlow v. Cotterell*, 20 Ch. D. 90.

It is not denied that the parties actually agreed upon the sale and purchase of this property on the terms mentioned in this memorandum which they signed. The defendant, however, sought to shew that this memorandum was not intended as an agreement but merely as instructions drawn out by himself to his solicitor by which he was to be guided in carrying the verbal agreement into effect. It does not seem to me of much importance what particular use the defendant intended to make of this memorandum. The important question is, did it in fact contain the terms of the verbal agreement to purchase, so as to satisfy the requirements of the Statute of Frauds? If it did this is all that the plaintiff requires as to that branch of the case. Before referring to the evidence on this point I shall mention another point strongly relied on at the hearing. It was there contended that it was one of the conditions of the contract that the question of title was to be altogether subject to the decision of Mr. Barry, the defendant's solicitor, so that no question of that kind could ever come before the