

"In case that Carkner takes the farm, as per the aforesaid understanding, then in such event Campbell takes the hotel stand and property without doubt.

"And in case Mrs. Mercier refused to carry out the sale of the property as aforesaid, she will have to pay to said Campbell the sum of \$300.

"And in case said Campbell refuses to carry out the part assigned to him in accepting the title to said property, he will have to pay Mrs. Mercier a like sum of \$300.

"Campbell is to make a deposit of \$500 to bind the bargain when McInnes makes the writings.

"And for the due fulfilment of this agreement, each of said parties hereby bind themselves and legal representatives."

The question was whether this agreement for sale was valid, and, if not, whether the \$300 clauses were severable from the main agreement and enforceable.

The matter first found its way into our Courts through the medium of an action brought by Mrs. Philomene Mercier in the County Court of the United Counties of Prescott and Russell. The learned County Court Judge after the most careful consideration of the case, evidenced by the fact that His Honour cited, as authorities consulted by him on the subject, no less than a page and a half of cases and references (his assiduity in that respect being characterized by the learned editor of *The English Law Times* in the following words: "The enormous care and pains taken by this learned Judge may be gauged from the fact that the bare list of authorities referred to in his judgment occupies about a page and a half of the Law Reports, and that it ranged over English, American and Canadian text-books and reports") decided, very properly as it seems to us, that, the agreement of sale being insufficient, by reason of failure to satisfy the requirements of the Statute of Frauds, the attempted parol agreement annexed to it fell to the ground also, and that the whole transaction was *nudum pactum*.