

See

agreement by the half-breed to exercise his rights under the certificate as he may be directed, and the delivery of the certificate being merely to protect the person paying the money against the exercise of such rights adversely to him.—An assignee of the person who made the original agreement with the half-breed has, therefore, no rights against an innocent purchaser from the half-breed of the land allotted to him under the certificate. *Patterson v. Lane*. (Court en banc, 1904), p. 92.

See

2. Specific Performance — *Statute of Frauds—Transfer in Blank—Mortgage Back—Payment by Instalments.*

—A transfer of land in the statutory form complete except for the insertion of the name of any person as the person by whom the consideration has been paid or as transferee, is a sufficient memorandum under the Statute of Frauds to charge the transferor, the person who paid the consideration being identifiable by parol evidence, and the form of transfer requiring the insertion of his name in both blank spaces.—Where in an action in which the plaintiff relies upon such a transfer as the memorandum to satisfy the statute, but admits that the purchase price was not all paid, the agreement being that part of it should be payable by instalments, secured by mortgage, the defendant cannot rely upon this to shew that the transfer is not a complete memorandum containing all the terms of the agreement, since to contradict the acknowledgment in the transfer he must accept the admission as a whole, not only as an admission of non-payment. *Taylor v. Grant*. (Harvey, J., 1906), p. 353.

See

3. Action for Specific Performance — *Statute of Frauds—Evidence to Connect Documents—Sufficiency of a Statement of Consideration and Terms—Part Performance.*—In an action for a specific performance against a vendor, the evidence to satisfy the Statute of Frauds consisted of a receipt signed by the plaintiff for \$50, "to apply on equity on Canadian Pacific Railway land," describing it "at \$5.50 per acre," and a letter from the vendor offering to return the \$50 and referring to the sale as having been "declared off long before." The

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agreement alleged was to sell the land at \$5.50 per acre, the purchaser paying off the balance due the railway company out of his purchase money.—*Held*, that the letter from the defendant could be used with the receipt to satisfy the Statute, although it repudiated the sale.—*Held*, however, that the requirements of the Statute of Frauds were not satisfied, the writing indicating an agreement to sell for \$5.50 per acre, subject to the railway company's claim and not the agreement alleged.—The plaintiff had done some breaking upon the lands without the knowledge of the defendant.—*Held*, that the breaking done upon the lands by the plaintiff, being unknown to the defendant, could not be relied upon to show the part performance of the agreement. *Berry v. Scott*. (Court en banc, 1906), p. 369.

See AGENCY, I.—EXECUTORS AND ADMINISTRATORS, I — TRESPASS TO LANDS, I.

VIS MAJOR.

See SALE OF GOODS, 6.

WARRANTY.

See SALE OF GOODS.

WAY.

See MUNICIPAL LAW, 2.

WILLS.

1. Will—Vesting of Shares—Divide and Pay—Survivorship.—A testator by his will directed his executors and trustees "to divide all my estate share and share alike among my children and to pay" his or her share to each upon their respectively attaining twenty-one or marrying. The income, and if necessary part of the corpus, was to be expended upon maintenance and education, and regard was to be had to this necessity in paying over any share. If none of his children survived the testator the estate was to go to charitable institutions.—*Held*, that the direction to divide could not be separated from the direction to pay, and that consequently the shares did not vest, but the share of a child who survived the testator and died before the time for payment arrived was divisible among the