

tinued in occupation, and an arrangement was entered into, whereby one F. agreed to purchase the machinery on the premises from the official assignee, giving the plaintiff the option to redeem it within two years.

The plaintiff further obtained from the defendant an agreement, as follows :

"Toronto, January, 27th, 1880.

"In the event of Thomas Carroll continuing the occupation of building on Hayter street, I promise and agree to give a new lease at a rental of \$600 for five years ; also agree to allow," &c., (specifying certain allowances.) (Signed)

"R. S. WILLIAMS."

The defendant refused to sign a lease of the premises to the plaintiff, and an action being brought for specific performance,

Held, dismissing the action, that the agreement was not sufficient to satisfy the Statute of Frauds, as it did not appear from it with certainty when the term was to begin, nor to whom the lease was to be given.

Semble, that the official assignee should have been made a party, and that in any event it would have been a case for damages, not for specific performance.—*Carroll v. Williams*, 150.

2. *Contract of purchase — Construction — Pleading.* — An agreement for the purchase of certain land, after providing for the payment of a certain portion of the purchase money, continued as follows : "The remaining \$1,900 (after deducting the amount due to the Crown), payable in instalments of \$100 each, without interest, on April 1st in each year during nineteen years," and the purchaser to secure by mortgage "the residue or sum of \$1,900

(less the amount due to the Crown), payable as aforesaid." It was not then known exactly how much was due to the Crown, but it was soon after ascertained to be \$364.

Held, the true meaning of the above agreement was that the amount due to the Crown was to be subtracted from the \$1900, and the balance paid in instalments of \$100 each on April 1st in each year until the whole of such balance should be paid.

Semble : It does not follow because a plaintiff asks in his bill for reformation of a document, that therefore a defendant is entitled to claim the same relief, though he has not asked for it. *Wolfe v. Hughes*, 322.

3. *Sale of land — Restrictive covenant — "Assigns" — Evidence — Innocent purchaser — Acquiescence.* — Where D., the owner of certain lands, on selling part to B., inserted this clause in the conveyance : — "Bellevue Square is private property, but is always to remain unbuild upon except one residence with the necessary outbuildings, including Porter's Lodge," and the purchaser on his part covenanted not to allow any business of a certain kind to be carried on on the part conveyed.

Held, that the benefit of the restriction passed to the assignee of the purchaser, as one of the advantages and privileges appurtenant to the land, though the word "assigns" was not there, and though the benefit of it was not formally transferred to him.

The locality and extent of this square being in question—*Semble*, that this being a matter of a quasi public nature in which a class of the people in the neighbourhood would be concerned, evidence of reputation was admissible ; and under the cir-