ment off. I cannot accept the view of defendants' counsel in his able and ingenious argument that there is any lack of mutuality in such a contract.

Dixon had signed a written agreement to purchase the 95 feet, and was entitled to take so much of it as the defendant had. Dunmore expressly recognized his obligation to convey the lot by his answer to Moffat, and at the same time requested that the deed might be made direct to plaintiff by Taylor.

Reading all the documents together, the intention of the parties is perfectly clear, and but for the unfortunate differences that existed between the parties, the contract would have been carried out.

In my opinion, the plaintiff is entitled to succeed, and to have the contract specifically performed.

Reference may be made to the following cases where there is sufficient evidence in writing to satisfy the Statute of Frauds:—

Coles v. *Trecothick*, 9 Ves. 234, where it was held that the vendor is bound by the signature of the agent's clerk; thus: "Witness assents, but clerks of agents in general have no authority to bind the principle."

Gibson v. *Holland*, 1 C. P. 1: "Where there is a complete agreement in writing, a person who is a party and knows the contents, subscribes it as a witness only, she is bound by it for it is a signing within the statute."

In re Hoyle, 1893, 1 Ch. p. 84: As to objections to title where there is an outstanding mortgage.

Grieves v. *Wilson*, 25 Beav., p. 290: As to the right of amendment when the Statute of Frauds is not pleaded, see *Brunning* v. *Odhands*, in the House of Lords, 75 L. T. R. (N.S.), p. 602.

McMurray v. *Spicer*, L. R. 5 Eq. 527: As to the right of the purchaser to take what the vendor has.

McLaughlin v. *Mayhew*, 6 O. L. R. 174; *Campbell* v. *Croil*, 3 O. W. R. 860; *Bradley* v. *Elliott*, 11 O. L. R. 398.

Judgment of the Court below should be reversed, and judgment entered for the plaintiff with costs here and below.

HON. MR. JUSTICE RIDDELL, HON. MR. JUSTICE SUTHERLAND, and HON. MR. JUSTICE LEITCH, agreed in the result.