

Upon the argument no authority was cited by either side directly dealing with the question which now arises. This is not a case of attempting to enforce an agreement some of the terms of which only are disclosed in the written evidence of the agreement. It is a case of an agreement complete and sufficient in all respects, fully evidenced by the subsequent written receipt or memorandum, with a subsequent parol agreement dealing with some of the terms.

The result of the authorities is that where by law a written receipt or memorandum, with a subsequent parol agreement dealing with some of the terms.

The result of the authorities is that where by law a written contract is necessary or a parol contract is required to be evidenced by writing, the subsequent parol variation may be ignored, and that specific performance may be granted of the original agreement; or, if the plaintiff admits the parol variation and the defendant desired to avail himself of these variations if specific performance is awarded, the Court will withhold specific performance unless the plaintiff assents to yield to the defendant any advantage which he is entitled to under the modification.

In the earlier cases a distinction was attempted to be drawn between the fourth and the seventeenth sections of the statute; the fourth providing that "no action shall be brought" and the seventeenth that "no contract . . . shall be allowed to be good." But the tendency is now to construe the sections as being substantially equivalent in this respect. As put by Lord Blackburn in *Maddison v. Alderson*, 8 A. C. 488. "It is now finally settled that the true construction of the Statute of Frauds, both the fourth and the seventeenth sections is not to render the contracts within them void, still less illegal, but to render the kind of evidence required indispensable when it is sought to enforce the contract."

Statements contained in some of the earlier cases, in which the expression used is that the contract is void, or that writing is necessary to make the contract, must be treated as not being strictly accurate, and the cases must be read in the light of the passage quoted. *Noble v. Ward*, L. R. 2 Ex. 135, states the principle applicable although it is a decision upon the seventeenth and not the fourth section. There there was a complete contract for the sale of goods above ten pounds in value, to be delivered at a future time. Before the time for delivery arrived, the parties made a parol agreement extend-