

Purchaser," page 35.) The conveyancer acting for the purchaser should insist upon or waive his point or objection to title or to the form of agreement, according to the countenance he may expect to receive with reference thereto from the Court.

The essential parts of an agreement for the sale of land are:

(a) The names and a sufficient description of the vendor and purchaser; (b) the amount and nature of the consideration to be paid on one side and received on the other; (c) a sufficient description of the property sold; (d) a covenant to pay in accordance with terms as arranged between the parties.

The usual place of signing a contract is at the end, though the position is not essential, provided that the signature is so placed as to govern the whole instrument. (*Caton v. Caton*, L.R. 2, H.L. 127, 36 L.J., Ch. 886; *Saunderson v. Jackson* [1800] 2 Bos. and P. 238, 3 Esp. 180, 5, R.R. 382.) It is not necessary that the vendor should be actually named in the written contract, if he is sufficiently described to admit of his being identified by extrinsic evidence—and the same rule applies to the description of the purchaser or property sold. (See Dart, 7th Edition, 234-235.)

The foregoing remarks apply more particularly to preliminary agreements with reference to the sale of land, and it should be the aim of the conveyancer to have the final contract include every detail of the agreement and every clause essential to and for the protection of his client. It would seem better to err on the side of unwieldiness in the form of agreement, than to prejudice a client's position by endeavoring to attain too great a degree of conciseness.

---