

The statute gives neither Keefe nor the company the right to compel the village to fix a price and proceed to arbitrate in respect to the value of the chattels which he owns, forming part of what was once an electric light plant, and the lease gives no added rights to the plaintiffs or to either of them.

The action must be dismissed with costs.

ROBERTSON, J.

APRIL 22ND, 1902.

TRIAL.

McLAUGHLIN v. MAYHEW.

*Specific Performance—Verbal Contract—Possession by Purchaser—
Part Payment—Conveyance Executed but Held for a Time as
Security for Balance of Purchase Money.*

McClung v. McCracken, 2 O. R. 609, 5 A. R. 596, distinguished.

Action tried at Bracebridge, brought to compel specific performance of an agreement for the purchase of a lot in the village of Huntsville containing one-eighth of an acre.

E. E. A. DuVernet and O. M. Arnold, Bracebridge, for plaintiff.

R. D. Gunn, Orillia, for defendant trustees.

D. Grant, Huntsville, for defendants Reid and Ware.

ROBERTSON, J.—McClung v. McCracken, O. R. 609, 5 A. R. 596, is clearly distinguishable, and the plaintiff is entitled to judgment. There was here an express parol agreement not only proved, but admitted; the parties to it were named; the owner of the property was the Lodge of I. O. O. F., of which defendants Mayhew, Wieler, and Whaley were the trustees, who were authorized by resolution of members of the lodge to sell, etc.; part of the purchase money was paid; the plaintiff entered into possession and was recognized as the purchaser by the trustees sending the collector to him for payment of taxes for that year, although assessed to the lodge as owner, and such taxes were paid by the plaintiff, who was assessed for taxes the following year. So, apart from the conveyance in this case, these facts are undeniable; and then the conveyance was signed by the proper parties; the plaintiff was named therein; the consideration money was expressed; the property was fully described; and by mutual assent, caused by the delay of the vendors in preparing the deeds, the vendors agreed that the payment of the balance of purchase money