

The  
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APPELLATE DIVISION.

JANUARY 26TH, 1914.

\*WILSON v. CAMERON.

*Contract—Parent and Child—Oral Agreement to Convey Land—Ascertainment of Terms by Reference to Document Signed by Parties—Action for Specific Performance—Statute of Frauds—Part Performance—Conduct of Parties—Enforcement of Agreement by Son after Death of Father.*

Appeal by the plaintiff from the judgment of MIDDLETON, J., ante 234.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, MAGEE, and HODGINS, J.J.A.

J. Bicknell, K.C., for the appellant.

C. L. Dunbar, for the defendants, the respondents.

The judgment of the Court was delivered by MEREDITH, C. J.O.:— . . . The right of the respondent Donaven to specific performance depends upon whether: (1) the agreement upon which he relies is sufficiently evidenced to satisfy the provisions of the 5th section of the Statute of Frauds, R.S.O. 1897 ch. 338; (2) or, if not so evidenced, there have been such acts of part performance as to entitle the respondent Donaven to enforce the agreement notwithstanding the provisions of that section.

In my opinion, the second question must be answered in the affirmative; and it is, therefore, unnecessary to consider the first. . . .

[Reference to Fry on Contracts, 5th ed., pars. 582, 584; Halsbury's Laws of England, vol. 27, par. 49; Maddison v. Alderson (1883), 8 App. Cas. 457, 479.]

\*To be reported in the Ontario Law Reports.