

plaintiff's favour was in fact the result of compromise or agreement, notwithstanding the records shew that the dismissal was based on the prosecutor's statement that he did not have any evidence to offer.

*Baxter v. Gordon Ironsides & Fares Co.*, 13 O.L.R. 598, applied.

A favourable termination of a criminal prosecution for obtaining chattels with intent to defraud, so as to permit the recovery of damages for malicious prosecution, is not shewn where the prosecution was dismissed only upon terms of the prisoner giving security to pay for the property.

In an action for abuse of criminal process by causing an arrest in order to coerce payment of a debt, it is necessary to shew that the proceeding terminated in the plaintiff's favour.

*McClermont*, for plaintiff. *Washington*, K.C., for defendant.

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Clute, Riddell, Sutherland and Leitch, JJ.] [12 D.L.R. 549.

#### DIXON v. DUNFORD.

##### 1. *Parties—Cases as to real estate—Specific performance—Person agreeing with vendor to convey to latter's vendee.*

A landowner who contracted to sell land to a purchaser, who, in turn, agreed to sell it to the plaintiff, is a proper party to an action for specific performance of the latter agreement, where, with full knowledge of such contract, he had agreed with his vendee to convey the land to the plaintiff in furtherance of the contract of re-sale.

##### 2. *Contracts—Mutuality—Contract for sale of land.*

Where the defendant, who had contracted to sell land to a purchaser, agreed with him to convey it directly to the plaintiff, to whom the defendant's vendee had re-sold it, upon the remainder of the purchase money due being paid him, there is sufficient mutuality between the plaintiff and the defendant to permit the specific performance of the agreement to convey to the plaintiff.

*J. J. Gray*, for plaintiff. *Bradford*, K.C., for defendant.