not entitle the other to enforce a contract which comes within the fourth section."

The reasons which are given for the rule that payment of a part or the whole of the purchase money does not constitute a sufficient act of part performance are not satisfactory; but probably the most logical reason is that put forward by Lord Selborne in *Maddison* v. *Alderson*, sup., viz., that the payment of money is an equivocal act, not in itself, until the connection is established by parol testimony, indicative of a contract concerning land.

The act usually relied on as part performance is the letting of the purchaser into possession of the land. "Admission into possession," said Sir Thomas Plumer in *Morphett* v. *Jones* (1818), 1 Swan. 172, at p. 181, "having unequivocal reference to the contract, has always been considered an act of part performance. The acknowledged possession of a stranger in the land of another is not explicable except on the supposition of an agreement, and has, therefore, constantly been received as evidence of an antecedent contract, and as sufficient to authorize an inquiry into the terms; the court regarding what has been done as a consequence of contract or tenure."

Where the letting into possession is followed by acts done on the land by the party so let in, the case of part performance is all the easier to establish. In *Lester* v. *Foxcroft*, sup., the party seeking specific performance of the parol contract entered the land which the other party had agreed to let to him, and at his own expense pulled down the house and built several new ones, and he had actually granted leases of some of these houses to some third parties. All that had been done with the knowledge and consent of the other party to the contract.

In *Cook* v. *Corporation of Seaford*, L. Rep. 6 Ch. App. 551, a municipal corporation passed a resolution agreeing to grant a lease for a term of three hundred years to the plaintiff of a part of the beach opposite a field of the latter. The plaintiff built a wall and terrace on part of the beach, and the court held that the corporation were obliged to grant the lease. Again,