

enforceable. The senior County Court Judge of Prescott and Russell found that the agreement for the sale being insufficient, the same could not support the promise by the defendant to pay 300 dollars. The enormous care and pains taken by this learned Judge may be gauged from the fact that the bare list of authorities referred to in his judgment occupies about a page and a half of the Law Reports, and that it ranges over English, American and Canadian text-books and reports.

“On appeal to the Divisional Court, the arguments were admirably put in short and sharp propositions, and in the end it was held that though one part of the contract was bad the alternative part (providing that either party would pay the other a named sum should he not fulfil his agreement) was enforceable against the refusing party. The County Court Judge based his view largely on American cases, but the Divisional Court came to the conclusion that all the American cases depended either (a) upon the principle that, if a part of an entire contract is void, the whole is void, or (b) that a note or promise given for payment if a defendant omits to carry out a contract void under the Statute of Frauds is unenforceable for want of consideration or (c) that there is some doctrine under which in cases of alternative promises if one is unenforceable the other is so likewise. The Court held that the alternative promise here was good, and relied in support of this decision on *Mayfield v. Wadsley* (3 B. & C. 357), *Kerrison v. Cole* (8 East 231), *Green v. Saddington* (7 E. and B. 503), *Jeaker v. White* (6 Ex. 873), *Morgan v. Griffiths* (L.R. 6 Ex. 70) and *Boston v. Boston* (89 L.T. Rep. 468; (1904), 1 K.B. 124). The last named case disclosed an agreement between husband and wife by which she promised to make him a present of a house if he would buy it. This somewhat curious arrangement was due to the wife becoming entitled to a fortune and being wishful to live in a house which the husband felt himself to be unable to maintain. The agreement was not reduced to writing and there was no memorandum of it. The husband bought the house for £1,400 and the wife pleaded the Statute of Frauds. Held by the Court of Appeal (Collins, M.R., Mathew and Cresser-Hardy, L.JJ.) that the agreement was not a contract for the sale of an interest in land and that an action was maintainable, though not