

specifically said "sold to, etc."—in other words the person paying the money is taken to be the person buying.

By a parity of reasoning the person giving the receipt is presumed to be the person selling, and the name is not a mere description such as was the case in *Vanderburgh v. Spooner*, L.R. 1 Ex. 316.

[Reference to *Newell v. Radford*, L.R. 3 C.P. 52; *Barickman v. Kuykendall*, 6 Blackf. (Ind.) 22, a receipt, "Received the 15th December, 1837, of Isaac Homers \$500 in full for a hundred acres of land in part payment (signed) Nathaniel Kuykendall," was held bad as not containing the terms of the contract, but it was not suggested that the names of the parties did not sufficiently appear: see also *Williams v. Morris*, 95 U.S. 444.]

That the circumstance that Ap'John was agent for Mrs. Hose, and Toole for the plaintiff company, does not affect the rights of the plaintiff company, also seems covered by authority.

Sir George Jessel's laconic statement of the law in *Commis v. Scott*, L.R. 20 Eq. 11, at pp. 15, 16, has frequently been cited and never overruled. He says: "There can be no doubt that if a written contract is made in this form, 'A. B. agrees to sell Blackacre to C. D. for £1,000,' then E. F., the principal of A. B., can sue G. H., the principal of C. D., on that contract."

So *Romer, J.*, in *Filby v. Hounsell*, [1896] 2 Ch. 737 at p. 740, thus lays down the law: "For the purpose of satisfying the Statute of Frauds it appears to me sufficient, so far as the parties are concerned, that the written contract should shew who the contracting parties are, although they or one of them may be agents or agent for others, and it makes no difference whether you can gather the fact of agency from the written document or not. Who the principals are may be proved by parol." A binding contract for sale being entered into by the mortgagee before any notice of any intention to redeem, I think that Mrs. Nicholson lost any right she previously had so to redeem.

In *Kenney v. Barnard*, 17 O.W.R. 889, the second mortgagee on the day of a sale under the first mortgage called on the purchaser and offered him the amount of his deposit and \$25 for his trouble—he also made a legal tender to the first mortgagee of the amount due, etc. Mr. Justice Sutherland says, p. 900: "The tender made after the sale was so made at a time when both vendor and purchaser were bound by the agreement which had been made . . . the vendor would have been willing to cancel the sale and permit the plaintiff to redeem. The purchaser . . . was unwilling to forego his bargain. . . . He declined and could