the respondent what he was going to "tax him," and the reply was, "nothing." This was not inconsistent with the arrangement having been what the Chancellor found that it was. If the boy had been taken away at that time, the respondent would have been saved the expense of bringing him up, and he might well say that, in such circumstances, he expected nothing for the two years' care that the boy had been given.

The damages were assessed upon too liberal a scale: in the circumstances, $40 a year on the average would be adequate compensation for the care and bringing up of the boy during the seven years for which the Chancellor thought that compensation should be allowed.

The judgment should be varied by reducing the damages to $280; but the disposition of the costs of the action should not be disturbed—the respondent should have costs on the County Court scale without set-off; and each party should bear his own costs of the appeal.

FIRST DIVISIONAL COURT. MARCH 21ST, 1916.

*TOWNSHIP OF KING v. BEAMISH.

Contract—Municipal Corporation—Oral Agreement for Lease of Land with Privilege of Taking Gravel—Possession Taken and Gravel Removed — Part Performance — Statute of Frauds—Specific Performance — Completed Agreement — Terms as to Survey and Lease—Corporate Seal—Municipal Act, R.S.O. 1914 *ch.* 192, *sec.* 249.

Appeal by the plaintiffs from the judgment of DENTON, Jun. J. of the County Court of the County of York, dismissing an action, brought in that Court, for specific performance of a parol agreement alleged to have been entered into by them with the defendant on the 5th June, 1915, by which the defendant, in consideration of $200, which they agreed to pay to him, agreed to demise to them land in the township of King, for the term of eight years, with the right during the term to remove the gravel in the land, the plaintiffs alleging acts of part performance by them sufficient to entitle them to have the agreement specifically performed notwithstanding the provisions of the Statute of Frauds. These acts were taking possession of the land and removal of gravel from it, with the knowledge and consent of the defendant.

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