

# PART I.

## AGREEMENTS

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### AGREEMENTS RELATING TO THE SALE OF LAND.

#### PRELIMINARY NOTE

The 4th. Section of the Statute of Frauds governs agreements relating to the sale of lands and provides that no action shall be brought to enforce specific performance of a sale or purchase of land, unless the agreement upon which the action is brought is in writing and signed by the party to be charged. The section of the Statute reads as follows:

"No action shall be brought whereby to charge any person upon any contract or sale of lands, tenements or hereditaments, or any interest in or concerning them, unless the agreement upon which the action shall be brought, or some memorandum or note thereof shall be in writing and signed by the party to be charged therewith, or some other person thereunto by him lawfully authorized."

This provision applies to a leasehold as well as a freehold interest, including a contract for the sale of a lease for less than three years, although the lease itself may be a parol one, under Section 2 of the Statute of Frauds.

A conveyancer's business in connection with sales of land includes drawing up the conditions of sale by auction,—a task in which he is engaged exclusively in the vendor's interest. Conditions of sale are drawn up most frequently in connection with mortgage sales and sales by order of the Court. A form of same is given under the section of this book dealing with mortgages of real property.

A conveyancer's business further includes arranging the terms of a private contract, when he may be acting for either party, making requisitions on title for the purchaser, or answering them on the vendor's behalf, and settling the conveyance on either side. It is obvious that these duties cannot be efficiently performed or discharged without an accurate knowledge of the position of the parties to any open contract and a clear understanding of the conditions generally made in more formal agreements. (See Williams' "Vendor and Purchaser," page 31.)

The most prominent term of the contract is that which requires the vendor to show a good title. (See Williams' "Vendor and