

street," giving metes and bounds. To Hill, the agent, and Dr. Foster, the purchaser, it was "known as" lot 22, whereas it was in truth lot 24. It was an error common to both, and amounts to falsa demonstratio and nothing more. It is easily corrected, and no question of conflict of evidence arises. There is absolutely no doubt that the parties were dealing about the same subject matter, and the identity of the premises is beyond peradventure. . . . Proof of the contract, with proper description of land, and sufficient under the Statute of Frauds, is contained in the deed of conveyance (held in escrow) dated 6th October, which set it forth as subject to the prior mortgage, but which is in error as to the cash payment.

All these things, being in proof, taken together, relieve the written contract from any vagueness or uncertainty. It is needless to go through the cases in detail, but I refer as authorities to *Coote v. Borland*, 35 L. C. R. 282; *Gillatley v. White*, 18 Gr. 1; *Plant v. James*, [1897] 2 Ch. 281; *Clark v. Walsh*, 2 O. W. R. 72. . . . I am aware that *Gillatley v. White* has been suspiciously looked at, but I do not consider its value as an authority impaired. The same holding with reference to a deed in escrow was maintained by a very strong Court in Massachusetts in 1899, of which Holmes, C.J., was the presiding Judge: *Hibbard v. Hatch Storage Co.*, 174 Mass. 296. The result, after consideration of the appeal and what is erroneously termed the cross-appeal, is that the usual judgment for specific performance should be directed with costs of action and appeal to be paid by the defendant, and reference to the Master to settle conveyancing, if the parties cannot agree.

RIDDELL, J.

DECEMBER 7TH, 1907.

CHAMBERS.

RE ROCKLAND PUBLIC SCHOOL BOARD AND ROCKLAND HIGH SCHOOL BOARD.

Schools—Membership of High School Board of Village—Representative of Public School Board—Rural School Section—Union School Section—Village School Board—High Schools Act—Mandamus—Costs.

Motion by the public school board for a mandamus to compel the high school board to admit the representative of the former as a member of the latter board.