fest from both these letters to Mr. McMillan that McMillan mentioned his client's name in his letters to the defendant, because she says in one letter that she will send the deed, and in the other that the lawyer is preparing the deed.

Some difficulty then arose about a mortgage on the property, and the defendant refused to carry out the contract.

The learned Chancellor delivered the following interim judgment: "This case should be settled between the parties. There is no doubt of the intention and the willingness of the defendant to sell her 50-foot lot for $600 to Mr. Baxter at first, and then to the person found by Mr. Baxter, whom the plaintiff was willing to accept as a purchaser. I think that the objections taken of technical character and resting on the Statute of Frauds are none of them sufficient to stay the hand of the Court if the identity of the parcel sold can be clearly made out. This is not so on the front end, but I am disposed to let this be supplied by further evidence of actual measurement on the ground between the defendant's house and the Markle lot, and if on the ground the depth of the lot is marked by visible boundaries. On payment of the costs of the day, fixed at $25, I would let the case stand for further evidence as to the locality till the next non-jury Court at Sarnia. If this is not accepted and the money paid within a week, the action is dismissed with costs from the filing of the statement of defence."

Further evidence was taken before Mr. Justice Britton on the 15th December.

The learned Chancellor considered that the further evidence sufficiently cleared up the description in order to make plain the identity of the lot in question, and gave judgment for the plaintiff. See 7 O.W.N. 534.

The defendant now appeals from this judgment, on the grounds: (1) that there was no memorandum in writing sufficient to satisfy the Statute of Frauds; (2) that there was not sufficient identification of the property intended to be sold, if any was intended to be sold.

As to the second objection, the learned Chancellor is perfectly right in holding that, in view of all the evidence as to identity, there is introduced such a very small element of uncertainty (see Wylson v. Dun (1887), 34 Ch.D. 569, 573) that the Court may reasonably disregard it.

In argument, the defendant urged, although the point is not expressly taken in the notice of motion, that the utmost authority that was given to Baxter was to find a purchaser and not to sign a contract.