

get possession of the farm, adding, "You can tell McIlvride I will move into his house as soon as possible." About the same time he sent Henderson the \$100 the latter had paid for him.

About nine days afterwards defendant wrote to Henderson that he had decided not to carry out the purchase, stating, among other reasons, that he had ascertained that the land was not as good as the plaintiff had represented, and that he would forfeit the \$100 already paid.

Held, 1. An agent need not be authorized in writing to purchase land in order to bind his principal, and it is sufficient if the agent, authorized only by parol, has signed an agreement in writing so as to satisfy the statute: Sugden, 145, Dart, 210.

2. The written agreement, the two letters from defendant to his agent, the telegram and letter from Henderson to defendant, and Henderson's cheque for \$100 payable to plaintiff, together constituted a sufficient memorandum in writing of the transaction to satisfy the Statute of Frauds, and the writing of defendant's name near the beginning of the agreement by instructions of Henderson, was, under the circumstances, a sufficient signature by the defendant's agent within the meaning of the statute: *McMillan v. Bentley*, 16 Gr. 387; *Evans v. Hoare* (1892) 1 Q.B. 593, and *Schneider v. Norris*, 2 M. & S. 286, followed.

Defendant also alleged as a defence that the plaintiff had been guilty of fraudulent misrepresentation of the quality of a portion of the farm which he, defendant, had not personally examined, but the learned judge found against that contention.

Held, also, that as defendant had formally refused to carry out the purchase, it was not necessary for the plaintiff to tender a conveyance of the land to defendant before commencing his action.

Caldwell, K.C., for plaintiff. *Kilgour*, for defendant.

Dubuc, C.J.]

WILSON v. GRAHAM.

[April 18.

Real Property Limitation Act—Action on covenant in agreement of sale of land to convey same by good deed—Parol evidence to contradict writing.

By an agreement made in April, 1893, the plaintiff agreed to purchase and the defendant agreed to sell a certain parcel of land which was subject to a mortgage for \$1,000, besides arrears of interest and taxes, the consideration stated being the amount due on the mortgage. Plaintiff afterwards ascertained that there were registered judgments binding the land to the further extent