

and if the law in his favour will compel a mortgagee-vendor to break a contract binding in morals, and even at law, unless the Statute of Frauds be pleaded. The law favours honesty of dealing, and I hope it will be found that a mortgagee-vendor may act honestly with a purchaser without incurring blame. But assuming that a binding contract is necessary, I think there was such a contract here. The power of sale is, so far as needs be referred to, in the statutory form, and it is not disputed that Mrs. Hose had the right to sell. She appointed agents to sell as she well might. The receipt given by Ap'John is, in my opinion, sufficient to answer the Statute of Frauds, and it must never be forgotten that the Statute of Frauds does not deal with the validity of the transaction, but only with the evidence to prove an agreement: *Maddison v. Alderson*, 8 App. Cas. 467; *In re Holland*, [1902] 2 Ch. 360, 375. He was authorized by Mrs. Hose to sell, and an authority to sell real estate *primâ facie* entitles the agent, not only to negotiate for a sale, but also to sign a binding contract of sale: *Rosenbaum v. Belson*, [1900] 2 Ch. 267 at p. 271.

The Statute of Frauds does not require that the appointment of an agent should be in writing: *Fry on Specific Performance*, sec. 526.

[Reference to *Jacob v. Kirk*, 2 Moo. & R. 221; *Sweet v. Lee*, 3 M. & Gr. 452; *Phillimore v. Barry*, 1 Camp. 513.]

Moreover, Mrs. Hose ratified the transaction on the morning of the 7th June before any intimation had been given of desire to redeem—it is more than doubtful that she could revoke the agency after a *bonâ fide* sale: *Day v. Wells*, 30 Beav. 220.

If Machin's signature were necessary, . . . he ratified the signing of his name by Ap'John, also before any intimation of a desire to redeem.

The fact that the memorandum is in the form of a receipt for money is immaterial. In *Evans v. Prothero*, 1 De G. M. & G. 572, the document was in this form: "Received this 25th August, 1827, of Mr. Jenkin Richards now and before the sum of twenty-one pounds being the amount of the purchase of 3 tenements sold by me adjoining the river Taaffe. Received the contents. Witness, John Swaine. Evan Richards." This was held sufficient. It will also be noted that in this document it is not expressed that the person from whom the money was received was the purchaser, but the Court, Lord St. Leonards, L.C., held that the document contained "the names of the parties who are the buyer and seller." The result must be that a receipt given by name to one who pays money as upon a sale identifies that person as though it had