

themselves quitting work. Damages assessed against all the defendants found guilty at \$2,000, divided amongst the several plaintiffs, in proportions fixed by the judgment.

The property and assets of the union were also declared to be liable for the amount of the judgment and costs and the interim injunction made perpetual restraining the defendants from persuading, procuring or inducing workmen to leave the employ of the plaintiffs and from conspiring or combining to induce workmen not to enter plaintiffs' employ, also from besetting or watching places where the plaintiffs or any of their workmen or those seeking to enter their employ reside or carry on business or happen to be with a view to compel the plaintiffs or said workmen to abstain from doing anything they or any of them have a lawful right to do, or from persistently following them or any of them.

O'Connor and *Blackwood*, for plaintiffs. *Knott*, for defendants.

Cameron, J.]

ANDERSON v. DOUGLAS.

[June 13.

Contract—Evidence to vary written contract—Evidence proving terms of contract intentionally omitted from the writing—Statute of Frauds—Specific performance—Rectification.

Action for specific performance of an agreement in writing dated Feb. 14, 1898, by which the defendant agreed to purchase from the plaintiff certain lands containing 650 acres more or less excepting thereout certain rights of way for \$19,500.

Evidence was admitted on behalf of the defendant on the authority of *Alley v. Fisher*, 34 Ch.D. 367, to shew that the actual bargain verbally made between the parties contained: (1) Terms different from some of those in the writing; (2) A number of terms relating to matters not referred to in the writing.

There was no evidence of fraud, accident or mistake or of an intention, common or unilateral to embody the whole of the contract in writing, and parts of it were apparently left designedly in parol.

Held, that the Statute of Frauds in no way prevents either party from shewing that the writing on which the other insists is not the real agreement that was made between them, that there was, therefore, before the court a parol contract of which some only of the terms were evidenced in accordance with the require-