agreement of the 27th March is indefinite. It appears from the evidence of Mr. Gray, solicitor, that one Miles, who paid the deposit, wished to purchase the 45 feet, and that the plaintiff desired to purchase the 50 feet, being lot 2. The 45 feet was owned by Barker, and the deposit was paid upon both.

In the view I take of the matter, it is unnecessary to decide whether the agreement of the 27th March, 1912, is sufficiently definite or sufficiently signed to make a binding contract between the parties, because, after this instrument was executed, the matter was cleared up, the number of the lot was obtained, it was understood that the plaintiff should take the deed of lot 2, it was agreed by both defendants that such a deed should be given. This deed was prepared and executed by Taylor and his wife; and this deed, together with the agreement of the 27th March, the letter from Moffat to Dunmore and his reply, the cheque for the purchase-money, and the receipt, together form a sufficient memorandum in writing to satisfy the Statute of Frauds.

The defendant Taylor was properly made a party, because, having a knowledge of the agreement to sell, and having consented to make a conveyance direct to the plaintiff, and having that conveyance settled and approved by the plaintiff's solicitor and afterwards signed by himself, he had no right, independent of the other defendant, to declare such an arrangement off. I cannot accept the view of the defendants' counsel, in his able and ingenious argument, that there is any lack of mutuality in such a contract.

Dixon had signed a written agreement to purchase the 95 feet, and was entitled to take so much of it as the defendant had. Dunmore expressly recognised his obligation to convey the lot, by his answer to Moffat, and at the same time requested that the deed might be made direct to the plaintiff by Taylor.

Reading all the documents together, the intention of the parties is perfectly clear; and, but for the unfortunate differences that existed between the parties, the contract would have been carried out.

In my opinion, the plaintiff is entitled to succeed, and to have the contract specifically performed.

Reference may be made to the following cases: . . . Coles v. Trecothick, 9 Ves. 234, as to when there is sufficient evidence to satisfy the Statute of Frauds; it was there held that the vendor was bound by the signature of the agent's clerk; but clerks of agents, in general, have no authority to bind the principal: Gibson v. Holland, L.R. 1 C.P. 1. "Where there is a com-