

*Held*, following *Gregory v. Cotterell*, 5 E. & B. 571, and *Swart v. Hutton*, 8 A. & E. 503 n., that the sheriff was responsible for the acts of the bailiff and was bound to account for the money received by the latter.

A seizure of sufficient goods by the sheriff is in itself a discharge of the debt: *Clerk v. Withers*, 2 Lord Raymond, 1072; and therefore a seizure of sufficient goods to make part of the debt is a discharge quoad that part. It was the duty of the bailiff to deposit the money in a bank for safe keeping, and it made no difference even if the executors had assented to the retention of the money to secure the claim of the bank.

The loss was the result of gross carelessness on the part of Adams, and that carelessness was, in law, the carelessness of the sheriff himself so far as liability to others was concerned.

*Held*, that the judgment had been discharged, that the signature of the plaintiffs to the satisfaction price should be dispensed with, and that satisfaction of the judgment should be entered; costs against the plaintiffs and the sheriff.

*Robson*, for plaintiffs. *Wilson*, for executors.

## Province of British Columbia.

### SUPREME COURT.

Full Court.]

BORLAND v. COOTE.

[April 18.

*Statute of Frauds—Agreement for sale of land—Description of property—Latent ambiguity—Evidence to identify—Specific performance—Appeal—Introducing fresh evidence—Acquittal for perjury alleged to have been committed at civil trial—Proof of not allowed on appeal in civil action.*

B., on behalf of D., negotiated with C. for the purchase of C.'s property on the north-west corner of Hastings Street and Westminster Avenue, Vancouver, and D. drew up a receipt for the part payment of the purchase price leaving the description blank for C. to fill in, as he did not know the Land Registry description, but adding the description, "north-west corner, etc.," below the space reserved for C.'s signature. B. took the receipt to C. and paid him \$10, and he filled in the blank description as lots 9 and 10, block 10, and signed the receipt. Lots 9 and 10, block 10, were on the north-east corner, and were not owned by C.; whereas lots 9 and 10, block 9, were on the north-west corner and were owned by C. B. sued to have the agreement or receipt rectified or reformed so as to cover lots 9 and 10, block 9, and to have the agreement specifically performed.