

I think the appeal should be allowed and the action dismissed with costs.

MEREDITH and MAGEE, J.J.A., reached the same result, each giving written reasons.

GARROW and MACLAREN, J.J.A., also concurred.

Appeal allowed.

JANUARY 27TH, 1913.

REYNOLDS v. FOSTER.

Vendor and Purchaser—Contract for Sale of Land—Statute of Frauds—Incomplete Agreement—Description of Land—Knowledge of Purchaser—Extrinsic Evidence to Identify Land—Terms of Mortgage to be Given by Purchaser—Manner and Time of Payment of Principal.

Appeal by the plaintiff from the judgment of TEETZEL, J., 3 O.W.N. 983, dismissing an action for specific performance of an alleged contract for the sale and purchase of land.

The appeal was heard by GARROW, MACLAREN, MEREDITH, MAGEE, and HODGINS, J.J.A.

C. A. Moss and T. Moss, for the plaintiff.

Wallace Nesbitt, K.C., and E. E. Wallace, for the defendant.

MEREDITH, J.A.:—The conclusion of the trial Judge, that there never was any concluded agreement between the parties as to the time for payment of the balance of the purchase-money—\$4,000—the payment of which was to be secured by a mortgage upon the land in question, seems to me to be quite in accord with the evidence, and so ought to be accepted as the fact; and, that being so, there never was, expressly at all events, a completed agreement between the parties for the sale and purchase of the property. If one substantial part of an agreement be wanting—one link missing—the contract is incomplete, and there is nothing binding, however well the parties may have been agreed in all other respects; that is, of course, where there is but one contract, and it is incomplete in an essential part.