

There was also a cheque signed by the plaintiff as follows:—

“Kitchener, Ont., December 29th, 1919.

“To Canadian Bank of Commerce,

“Waterloo, Ont.

“Pay to the order of Mrs. Adeline Bitzer, \$100.00, one hundred dollars, deposit on 62 St. George Street at purchase-price of \$3,800—\$1,400 payable on May 1st, 1920, and assume a 5 year mtg. of \$2,300.00.

“C. Peterson.”

The cheque was not endorsed.

These two documents were sufficiently connected, by means of dates, name of place, and description of the terms, to entitle them to be read together as evidence of the contract for the purpose of satisfying the requirements of the statute.

It was contended that the documents did not say whether Peterson was buying the freehold of the house or some lesser interest, e.g., an assignment of a lease. But a contract simply to sell a house implies that the interest sold is the fee simple: *Hughes v. Parker* (1841), 8 M. & W. 244; *Fry on Specific Performance*, 5th ed., para. 372.

It was said that the description, “No. 62 St. George Street,” was insufficient. That was answered by the decision of Middleton, J., in *Canadian Dyers Association Limited v. Burton* (1920), ante 83. The receipt and the cheque being dated at Kitchener, the plain meaning of the documents was that the property described as No. 62 St. George Street was property in Kitchener.

The defendant contended that the purchase-price was insufficiently set forth, referring to *Fenske v. Farbacher* (1912), 2 D.L.R. 634. In that case the payments set forth in the memorandum were \$300 short of the total purchase-price. In this case the payments set forth covered the whole of the purchase-price.

Again, it was urged, the receipt does not mention on what property the balance of the purchase-price was to be secured. If there was otherwise an enforceable agreement, the vendor had a lien for the balance of the purchase-price, \$2,300; and the plain implication from the agreement was, and the learned Judge so found as a fact, that, no other provision being made, the balance of \$2,300 was to be secured by a 5 year mortgage on the premises forming the subject-matter of the purchase.

The most serious point raised was in regard to the question of interest, namely, that the documents did not deal with the rate of interest to be paid on the mortgage of \$2,300. It is plain law, well-settled, that a mortgage, being a debt, carries interest; consequently this mortgage would carry interest at the legal rate of 5 per cent. With regard to the subsequent offer made by the purchaser to the vendor to pay 6 per cent. interest, that was not a