

as a whole, and so cannot be considered by me as an answer in favour of contributory negligence: see *Rowan v. Toronto R. W. Co.*, 29 S. C. R. 717.

Action dismissed without costs.

MAY 13TH, 1905.

DIVISIONAL COURT.

GREEN v. STEVENSON.

Specific Performance—Oral Contract for Sale of Land—Statute of Frauds—Memorandum in Writing Incomplete as to Terms—Admission of Terms by Plaintiff—Parol Evidence—Purchaser for Value—Enforcement of Contract against—Notice to Solicitor—Registry Laws—Misconduct—Costs.

Appeal by defendant Mary G. Bowerman from judgment of TEETZEL, J., in favour of plaintiff in an action for specific performance of an agreement for the sale by defendant Stevenson to plaintiff of a house and premises known as No. 328 in East avenue, in the city of Hamilton.

The appeal was heard by MEREDITH, C.J., BRITTON, J., ANGLIN, J.

E. E. A. Du Vernet and W. L. Ross, Hamilton, for appellant.

J. P. Mabee, K.C., for plaintiff.

ANGLIN, J.:—Defendant Stevenson, in October, 1904, orally agreed to sell the property to plaintiff for \$400, payable \$50 in cash and \$350 by the assumption of an existing mortgage, plaintiff agreeing also to pay the taxes upon the property for the year 1904 and interest upon the \$350 mortgage accrued since 14th May. At the time when this arrangement was made plaintiff paid \$10 on account of his purchase, and obtained the following receipt: "Hamilton, Oct. 10, 1904. Received from Mr. Edwin Green the sum of ten dollars on house and lot number 328 East avenue sold by Mr. James Stevenson for \$350 by paying (fifty dollars) to Mr.