

2. Continued possession by a tenant, coupled with acts inconsistent with a tenancy, is sufficient part performance to let in parol evidence of a contract of sale.

Butler v. Church, 205.

3. On a sale of land it was agreed that the purchaser should have the privilege of paying the price by doing certain chopping on other lands of the vendor's. No time was fixed for this work. On a bill by the purchaser for specific performance :

Held, that he was not to be treated as in default, so as to lose his right to specific performance, without proof of having neglected to do the work after being requested to do it.

Brand v. Martin, 566.

4. The plaintiff contracted to convey to the defendant a lot in Brock, for which the plaintiff was to receive a lot in Sydenham, paying \$150, with interest, in four annual instalments, as the difference in value ; the plaintiff conveyed the lot in Brock accordingly, but the defendant did not convey the lot in Sydenham, his claim to the lot being under a contract with the Crown, there being default in paying the purchase money, and another person claiming to be entitled to the patent ; the defendant ultimately, however, obtained the patent, though there was a delay of several years :

Held, that the plaintiff was not entitled to a decree for the payment in money of the difference in the value of the two lots, but only to a conveyance of the Sydenham lot, the time for his paying the \$150 to count from the date of the decree.

Gray v. Reesor, 614.

5. The plaintiff *H.* being in possession of land belonging to the defendant and being entitled to retain such possession for another year, the defendant, in order to obtain immediate possession, agreed that in consideration thereof he would give another piece of land to the plaintiff and his wife, for the life of the wife, the husband further agreeing that he would look after and take care of the former property whenever the defendant was absent, and would, during winter, see to the defendant's cattle and stock. In pursuance of this agreement possession was delivered of the respective parcels, and the husband rendered some services, being all that were required of him. The defendant having afterwards brought an ejectment suit against the plaintiffs, the Court *held*, the agreement enforceable, notwithstanding the stipulation as to personal services to be rendered, and granted an injunction.

Hewitt v. Brown, 670.