

the contract was a receipt for \$100 "in part payment of lot 16," etc., describing it, mentioning also the balance of the price and the purchaser's name, but not disclosing the name of the vendor, and signed "P. W. Black, agent."

Held, that this was not sufficient to satisfy the Statute of Frauds, parol evidence to supply the name of the vendor not being admissible.

Semble, also, on the evidence, that the agent had no authority to bind the vendor by executing a contract, and that, on account of the inadequacy of the price, the Court would be slow to enforce specific performance.

Judgment of FALCONBRIDGE, C.J.K.B., reversed.

H. L. Drayton and Slaght, for defendant. *Middleboro*, for plaintiff.

Boyd, C.] ASHLAND Co. v. ARMSTRONG. [March 14.

Security for costs—Foreign corporation—Residence—63 Vict. c. 24 (O.)

To satisfy the terms of Con. Rule 1198 a corporation must be incorporated and have its head and controlling office within the jurisdiction where its business is carried on, and "residence," as contemplated by the practice as to security for costs, is not implied where a foreign corporation has only a constructive residence through agents acting in its business interests and licensed so to do in a comparatively small and transient way as the plaintiffs in this action; and the evidence not disclosing sufficient property of the plaintiffs within the jurisdiction they were ordered to give security for costs. Judgment of a local Master affirmed.

C. A. Moss, for plaintiffs. *Slaght*, for defendant.

Boyd, C.] ATTORNEY-GENERAL v. HARGRAVE. [March 21.

Action—Attorney-General—Action to avoid Crown mining leases—Misrepresentation—Jurisdiction.

Where an action was brought by the Attorney-General of the province to repeal and avoid mining leases of public lands of Ontario alleged to be granted by the Crown through misrepresentation and fraud on the part of the defendants, and the defendants set up in their defence matter attacking his status as