

to be parted with, and if no time is mentioned for its commencement and no term specified, performance will be denied.

**Same subject—Deeds—Signed memorandum referring to other papers.—**

As above stated, it has been decided here that instruments under seal were not within this section, *Edelin v. Gough*, 5 Gill, 105, and in England, it seems to be held that the word "agreement" does not include deeds, *Cherry v. Heming*, 4 Exch. 631; a memorandum, referring to "the within deed," intended to have been annexed to a deed, and sent for signature and signed by the defendant, and returned by him to be appended to it without seeing the deed, containing enough of it to shew the consideration, is sufficient, *Macrory v. Scott*, 5 Exch. 907. So much of the deed as was necessary to render it intelligible would be considered as imported into this memorandum. The agreement under the Statute must be in writing<sup>76</sup> and signed. All that the Statute requires is written evidence of the contract, and there may be a note or memorandum of the contract sufficient to satisfy the Statute,<sup>77</sup> which when written was not designed to operate as a contract, and so if one party to a contract has stated in writing the particulars of it, the statement *may* be evidence against him sufficient to satisfy the Statute, though in the same writing he repudiates his liability, see *Bailey v. Sweeting*, 9 C. B. N. S. 843. And a letter written and signed by a party, containing the terms of the agreement, though addressed to a third party, satisfies the letter and object of the Statute, if so intended, **539** *Ogden v. Ogden supra*; *Sudg. V. & P.* \*122. It has long been held that it may refer to another paper in which the terms are explicitly stated; for where the Statute is complied with in its material parts, a Court of equity, at least, will not insist on the formal parts, *Coles v. Trecothick*, 9 Ves. Jun. 250, and see *Sheppey v. Derrison*, 5 Esp. 190; and a contract for the sale of land by letter of the vendor, in connection with his proposal by a note in the third person stating the price, is binding, *Western v. Russell*, 3 Ves. & Bea. 187; still more will a contract be binding, which is endorsed on a copy of the letter to which it refers, adopting its terms, *Stead v. Liddard*, 1 Bing. 196; and a letter signed by a purchaser, not containing the terms of the contract, but on a fair view of the evidence referring, though not in terms, to a memorandum containing them, has

<sup>76</sup> A telegraphic dispatch is a sufficient writing. But *quare*, whether the dispatch sent to the office to be transmitted, or the dispatch transmitted and received at its destination is the original? *Smith v. Easton*, 54 Md. 146. Even a will may be a sufficient memorandum. *In re Hoyle*, (1893) 1 Ch. 84.

<sup>77</sup> The memorandum need not be contemporaneous with the contract. It is sufficient if it comes into existence before the commencement of the action. *Lucas v. Dixon*, 22 Q. B. D. 357. So the signature of a document subsequent to that containing the terms of the contract, recognizing the contract, is sufficient, even though the signing is not done in order to attest or verify the contract. *Griffiths Cor. v. Humber*, (1899) 2 Q. B. 414; *Jones v. Victoria Co.*, 2 Q. B. D. 314.