

agreement alleged by the plaintiff, which was clearly established by the evidence, though incapable of being enforced owing to the defence of the Statute of Frauds.

Stretton v. Stretton, 20.

2. In a suit for specific performance an objection that the bill does not contain an offer by the plaintiff to fulfil the agreement on his part, is too late when taken for the first time at the hearing; although effect would have been given to such objection if it had been taken by demurrer.

Wardell v. Trenouth, 465.

See also "Compensation for Deficiency.

"Dower,"

"Mill Site,"

"Practice," 3.

STANDING TIMBER.

See "Registry Laws," 1.

"Mortgage," 1.

STATUTE.

[CONSTRUCTION OF—RE-ENACTMENT OF.]

See "Insolvency," 1.

STATUTE OF FRAUDS.

Quære, whether possession by a son of property to which his father holds the legal title is a circumstance of such force or significance as to deprive the father of the protection of the Statute, and expose him to the danger of being made a trustee upon verbal testimony.

McManus v. McManus, 118.

See also "Parol Agreement."

"Parol Evidence of Consideration."

"Specific Performance," 1.

STATUTE OF LIMITATIONS.

See "Mortgage," &c., 3.

"Public Highway."

SUB-CONTRACTOR.

See "Mechanics' Lien Acts," 2.