

and agreed, assign his subsequently to enforce the assignee's interest, and acted against the assignee as were acting him a part of his co-venturer failing to pay the costs of the litigation against

entered into, in order that the company might proceed under the provisions of the Railway Clauses Consolidation Act; the court retaining the bill until such proceedings were taken, giving to each party liberty to apply, but, under the circumstances, refusing either party any costs of the litigation.

Hill v. The Buffalo and Lake Huron Railway Company, 506.

11. The owner of real estate had permitted for many years a public road to be used across his land, which he subsequently agreed to sell; no by-law had been passed by the municipal council of the locality for closing up this road, although a resolution of the council had been passed for the purpose. *Held*, on appeal from the Master's report, that under the circumstances he should have reported that a good title was not shewn.

Kronsbien v. Gage, 572.

See also "Trustees to Sell."

STAKE-HOLDER.

See "Payment into Court."

STATUTES.

(19TH ELIZABETH CHAP. 5 AND
PROVINCIAL 20TH VIC. CH. 57.)

See "Collusion."

"Fraudulent Conveyance," 2, 3, 4.
(IMPERIAL ACT 7TH AND 8TH VIC.
CH. 110.)

See "Incorporated Company."

(THE 16 VIC. CH. 37, AND 20TH
VIC. CH. 12 CONSIDERED.)

See "Railway Companies," 1.

STOCKHOLDERS.

(LIABILITY OF UNDER IMP. STATUTE,
7 AND 8 VIC. CH. 110.)

See "Incorporated Companies."

SUPPOSED EQUITY.

See "Specific Performance," 1.

SURETIES.

(JOINT LIABILITY OF.)

See "Demurrer," 3.

TACKING.

See "Mortgage," 9.

TAXES.

(SALE FOR—EFFECT OF A MORT-
GAGEE PURCHASING IT.)

Property which was subject to a mortgage, having been allowed to run into arrears for taxes, was offered for sale by the sheriff, under the wild land assessment law, at which sale the mortgagee became the purchaser, and subsequently obtained the usual conveyance from the sheriff.