liable for the loss, but liable for the consequences of it, is practically inconsistent, and so to construe the Carriers' Act would, in effect, be to render it inoperative.

CONTRACT—PROMISE TO WILL—PART PERFORMANCE.

As to the next case, and the last in the February number of 10 Q. B. D., *Humphreys* v. *Green*, the following remarks occur in the London *Law Times* for Feb. 24th ult.:—"The recent case of *Alderson* v. *Maddison*, L. R. 7 Q. B. D. 174, 48 L. T. Rep. N. S. 334, afforded a startling instance of the principle which guides the Courts in considering whether there has been a sufficient part performance of a parol contract relating to land to take it out of the operation of the Statute of Frauds. The general principle was thus stated by Baggallay, L. J., in delivering the judgment of the Court:—'If in any particular case the acts of part performance of a parol agreement as to an interest in land, are to be held sufficient to exclude the operation of the Statute of Frauds, they must be such as are unequivocally referable to the agreement; in other words, there must be a necessary connection between the acts of part performance and the interest in the land which is the subject matter of the agreement; it is not sufficient that the acts are consistent with the existence of such an agreement, unless that agreement has reference to the subject matter.' This statement of the law has lately been approved in the still more recent case of *Humphreys* v. *Green*, L. R. 10 Q. B. D. 148. Exception was, however, taken by Brett, L. J., in his judgment in the latter case, to one of the examples adopted by Baggallay, L. J., as illustrating the general principle above quoted. It was as follows:—'Thus payment of part, or even of the whole of the purchase money, is not sufficient to exclude the operation of the statute, unless it is shown that the payment was made in respect of the particular land, and the particular interest in the land which is the subject of the parol agreement.' To this illustration, Brett, L. J., takes exception, p. 160, for he says that in his opinion, payment of part or even of the whole of the purchase money, under any circumstances, is not sufficient to exclude the operation of the statute. It would, certainly, seem that *Nunn* v. *Fabian*, L. R. 1 Ch. 35, is an express authority for the words adopted by Baggallay, L. J. On this particular point, however, as to whether payment of the purchase money can amount to a part performance sufficient to take a parol contract out of the Statute of Frauds, it will require a decision of the House of Lords to put the matter beyond the range of controversy."

The remaining February number of the *Law Reports* is 22 Ch. D. p. 129 to p. 282.

CONSTRUCTION OF STATUTES—COSTS

The first case requiring notice is *Ex p. Webster*, p. 136. There are three points which may be called attention to here. The first relates to the construction of statutes. The question was whether a certain requirement in the Bill of Sale Act, 1878, had been complied with. Jessel, M. R. says:—"The present appeal is really a temptation to make bad law. It is a very hard case indeed. If I could so construe the Act as to decide in favour of the appellant, I should be very much inclined to do so. But that is not the province of a Judge. His duty is to find out the meaning of an Act of Parliament, without regard to the question whether it may not in the particular case produce a result which he may think contrary to the intention of the Legislature" The other two points relate to costs, and are (i) that costs will not be allowed of shorthand notes of evidence which are not used on the hearing of an appeal, the decision turning on a question of law; (ii.) where notice of appeal is served on a party whom the appeal does not affect, and on whom it should not have been served, and the said party appears on the hearing of the appeal, though he ought not to have done so, he will not be entitled to any costs of the appeal.