

plaintiff a good and sufficient deed in fee of certain land, which the plaintiff accepted in full satisfaction, &c.:—*Semble*, that it should have been averred that defendant had some interest in the land conveyed in satisfaction. *Phelan v. Fraser*, 11 U. C. R. 94.

Transfer of Property.—Sci. fa. upon a judgment for \$2,000 against defendant as administrator of M. on a bond in that sum, conditioned for the payment of \$1,200 by instalments, with a suggestion that two instalments were due and unpaid. Plea, on equitable grounds, that before the sci. fa. issued it was agreed between the plaintiff and defendant, with several others the heirs at law of M., that they should convey to the plaintiff their interest in certain land of which as such heirs they were seized in fee, that the consideration therefor should be \$2,000, and their interest should be treated as so much in cash, which should be applied as a payment by the estate of M. to the plaintiff; that the defendant and others accordingly conveyed their interest in the land to the plaintiff; and the plaintiff accepted such conveyance as representing \$2,000, and credited the estate of M. with the sum; that the only debt then due by the estate to the plaintiff was the said judgment, on which the total amount then due and accruing due was less than \$2,000, whereby said judgment was satisfied; and such credit was the only consideration for the conveyance:—*Held*, on demurrer, that the plea shewed a good defence. *Whiteford v. McLeod*, 28 U. C. R. 349.

Transfer of Shares.—To an action on the common counts by plaintiffs as executors, defendant pleaded, on equitable grounds, that defendant and testator were partners in the purchase of certain lands in the United States of America, and also in some shares in a certain railway company for which they were to pay in equal proportions and were to share equally in the profits and losses, and that being so interested, it was after the death of the testator agreed between plaintiff and defendant that if defendant would assume and pay the calls on the railway shares, take the stock as his own, and relieve the plaintiff from all liability thereon, no claim should be made upon him for the balance due on the lands, but that plaintiffs should pay the same, and the payments so made should become a first charge upon the lands. The plea then averred performance of the agreement on the defendant's part:—*Held*, on demurrer, a good plea both as a legal and equitable defence, and that, if it was necessary to the validity of the agreement that there should have been a writing, it must be assumed on demurrer that there was one. *Clarke v. Carroll*, 17 C. P. 538.

Trespass.—In trespass q. el. fr. defendant pleaded a reference after action, and payment and acceptance of 5s. in pursuance of the award, in full satisfaction of the damages and costs:—*Held*, a good plea of accord and satisfaction, all about the reference being surplusage. *Hall v. Warner*, 2 U. C. R. 392.

ACCOUNT.

See LIMITATION OF ACTIONS, IV. 1—MORTGAGE, VIII.—PARLIAMENT, I.—PARTNERSHIP, XI. 2 (a)—PRACTICE—PRACTICE IN EQUITY BEFORE THE JUDICATURE ACT, XIV. 3 (a)—TRUSTS AND TRUSTEES, V. (1), VII. 4 (a).

ACCOUNT STATED.

See EVIDENCE, XV. 1.

ACCRETION.

See WATER AND WATERCOURSES, I.

ACKNOWLEDGMENT.

See LIMITATION OF ACTIONS, II. 2, IV. 2.

ADEMPMENT.

See WILL, IV. 13 (c).

ADMINISTRATION.

See EXECUTORS AND ADMINISTRATORS, I.

ADMINISTRATION BOND.

See EXECUTORS AND ADMINISTRATORS, VIII. 2.

ADMINISTRATION OF JUSTICE ACT.

See PLEADING—PLEADING AT LAW BEFORE THE JUDICATURE ACT, VII.—PRACTICE—PRACTICE AT LAW BEFORE THE JUDICATURE ACT, I. 10—PRACTICE IN EQUITY BEFORE THE JUDICATURE ACT, II.

ADMINISTRATOR AD LITEM.

See EXECUTORS AND ADMINISTRATORS, II.

ADMIRALTY.

See SHIP.

ADMISSIONS.

See CRIMINAL LAW, VI. 3—EVIDENCE, II.

ADMIT, NOTICE TO.

See PRACTICE—PRACTICE AT LAW BEFORE THE JUDICATURE ACT, IX.

ADULTERATION OF FOODS.

See CONSTITUTIONAL LAW, II. 2.