analysed, and acted on. *Grant* v. *Brown*, 12 Gr. 53.

Offer in Form of Agreement.]—Defendant wrote to the manager, who was orally authorized to sell certain lands belonging to a bank: "I hereby agree to purchase from the Dominion Bank all," &c., and paid on account of the purchase money $100. This memorandum was not submitted to the managing board of the bank, nor was it signed by any one acting on their behalf, and the solicitor for the bank refused to have it put into such a shape as to bind the bank:—Held, that the memorandum amounted to an offer to purchase only, and that before a formal acceptance thereof by the bank authorities defendant was at liberty to withdraw the same; and quære, whether in such a case authority for the purpose of selling the lands of the bank could be conferred by parol. *Dominion Bank* v. *Knowlton*, 25 Gr. 125.

——— *Withdrawal before Acceptance.*]—A parcel of land having been placed by the plaintiff in a land agent's hands for sale, the defendant offered to purchase it, and signed a form of agreement for sale and purchase, which was taken by the agent to the plaintiff and was signed by him, but before the defendant was notified thereof he gave notice to the agent withdrawing his offer:—Held, that the instrument, though in form an agreement, was in substance a mere offer, and as defendant had withdrawn before he was notified of its acceptance, there was no completed agreement. *Larkin* v. *Gardiner*, 27 O. R. 125.

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2. *In What Cases the Statute Applies.*

Accepting Land in Satisfaction of Debt.]—An attorney took a conveyance of property in trust for a client, but did not sign any writing acknowledging the trust. A parol agreement was subsequently entered into, that the attorney should accept the property in discharge of two notes he held against the client:—Held, that this agreement was binding on the attorney, though not in writing. *Fleming* v. *Duncan*, 17 Gr. 76.

Account Stated.]—An item in an account stated being a sum charged for the price of a lot of land, does not make it incumbent on a plaintiff to prove the agreement respecting such land to have been made in writing. *Dalton* v. *Botts*, Tay. 181.

A defendant casually observing to a third party, in the presence of the plaintiff, that he has paid the whole price for his land, except a certain sum, without any further explanation, is not satisfactory, if any, evidence of an account stated. Semble, that if it had been, the Statute of Frauds would not have applied, though the sum was due in respect of the sale of lands. *Curtis* v. *Flindall*, 3 U. C. R. 323.

Action on account stated, to recover $102, which defendant was to pay plaintiff for giving up his purchase of land from defendant. It was proved that defendant had acknowledged that he was to pay plaintiff this sum, but there was a nonsuit for want of an agreement in writing:—Held, that if the acknowledgment was made after the agreement had been cancelled and the land resold by defendant, the plaintiff might recover; and this not being clear on the evidence, a new trial was granted to ascertain the fact. *Gross* v. *Bricker*, 18 U. C. R. 410.

See, also, *Lloyd* v. *Clarke*, 12 C. P. 320.

Agency—*Work Done.*]—C., in his own name, bought the privilege of digging for gold on a certain lot, and subsequently formed a company by whom that lot was purchased:—Held, that the plaintiff, one of the working partners, was entitled to a share of all the profits and advantages made by C. in this transaction. There was no writing signed by C. acknowledging the agency and trust:—Held, that A. and B., two of the partners, having entered and worked on the lot, the statute did not apply. *Burn* v. *Strong*, 14 Gr. 651.

Agent's Unauthorized Statement.]—E., the agent of a testatrix, introduced into her will a clause declaring that she had sold to one S. two properties described, and directing the plaintiff (to whom she devised all her real and personal estate beneficially), to convey them to S. The testatrix had contracted with S. for the sale to him of only one lot; but E. alleged an oral bargain by the testatrix to sell the lot to him, E. There was no writing as to such bargain, and no part performance. After the death of testatrix, E. induced the plaintiff, who was not of age, to execute a conveyance to S. of the two lots:—Held, that the alleged bargain with E. was not binding on the plaintiff, and a release of the lot to her was directed, with costs to be paid by E. *Archer* v. *Scott*, 17 Gr. 247.

Agreement to Give Mortgages.]—Defendant held a note of one S. for $980, given to the plaintiff for land in relation to which a suit was pending in chancery by plaintiff against S. They met in order to settle. The plaintiff requiring first to be relieved from the note, which he had indorsed, S. agreed to give a mortgage to defendant on certain land for $600, and procure K. to mortgage to him other land for $380; and defendant agreed, as soon as these mortgages were registered, to give up the note to the plaintiff. The mortgages were made and registered, but there was a previous mortgage on the land, and defendant transferred the note to a third person, who recovered judgment against the plaintiff. The plaintiff then sued defendant for not giving up the note, alleging as the consideration for defendant's agreement that S., at the plaintiff's request, would give defendant the mortgages:—Held, that the contract was within the statute as relating to land, and that being oral only, the plaintiff could not recover. *Johnstone* v. *Cowan*, 25 U. C. R. 470.

Clearing Land.]—An agreement to enter upon and clear land, and take the wood after it is cut down in payment of the labour, is not for an interest in lands within the statute. *Hamilton* v. *McDonell*, 5 O. S. 720.

Commission on Purchase.]—Defendant agreed with the plaintiff, an attorney, to give him $1,000 for his trouble and commission, if he procured for him a certain hotel property for $15,000. The plaintiff took an agreement from the vendor to sell to himself, and afterwards, with the vendor's assent, substituted one O., who acted for the plaintiff, for himself as vendee. The defendant and the vendor, through the instrumentality of the plaintiff, then came together, and the price was reduced to $14,500. Deeds were made by