

the use of the town, and a perpetual injunction was decreed with costs. And *semble*, that without the aid of the latter, sufficient was shewn to entitle the council to this relief.

Mun. of Guelph v. Canada Co. 632.

### DISMISSING BILL.

Where a cause has been set down for hearing, the plaintiff is not entitled as of course to an order dismissing his bill, with leave to file another bill.

Gardner v. Brennan, 199.

### DOWER.

Where a party agrees to convey property he is bound to do so free from dower; or if the wife will not release her dower, then to convey subject thereto, with an abatement in the purchase money.

Kendrew v. Shewan, 578.

### DRUNKENNESS.

See "Conveyance."

### EQUITABLE ASSIGNMENT.

The plaintiff being liable for a debt as surety for one *Parr*, *Parr* gave him an order for the amount on the Government, for whom *Parr* was performing certain work. This order *Parr* countermanded before any acceptance on the part of the Government. The debt having been paid by a sale of the plaintiff's property, and *Parr*'s contract having been assigned to *Matthews*, who received from the Government the money due upon it: *Held*, that *Matthews* was bound to pay the amount of the order.

Foot v. Matthews, 366.

### FRAUDS.

#### EVIDENCE.

The rule that a distinct denial in an answer of statements made in the bill must be contradicted by two witnesses, or by one witness corroborated by attendant circumstances, considered and acted upon.

Boulton v. Robinson, 109.

#### EXAMINATION.

(*De bene esse*.)

See "Practice," 17.

#### EXECUTOR.

1. An executor has a right to retain a debt barred by the Statute of Limitations.

Crooks v. Crooks, 615.

2. Where the personal estate of a testator is exhausted, has the executor a right to retain such a debt out of the proceeds of real estate?—*Ib*.

#### FOREIGN COMMISSION.

Costs of, form part of the costs of the cause.

Colborne v. Thomas, 169.

#### FRAUD.

See "Attorney and Client."

#### FRAUDS.

(STATUTE OF)

A paper containing a receipt for part of the purchase money, which clearly ascertains the land to be sold, and the amount of purchase money, but omits to state when a portion of the money left unpaid is to be made payable, although it provided that such portion should be secured by mortgage, is a sufficient writing within the Statute of Frauds.

Divine v. Griffin, 603.

### FRAUD.

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