

STATUTE, CONSTRUCTION OF

A railway company having become insolvent, an Act was passed estimating the claims of creditors for land taken by the company at \$30,000, and the value of the whole railway property at \$100,000, and directing that \$30,000 should be applied on debts for land and the balance of the \$100,000 divided *pro rata* among the other creditors: the \$30,000 proved more than sufficient to pay the land debts in full, and the company claimed to be entitled to the balance; but

Held that the other creditors were entitled to it.

In re Cobourg and Peterborough Railway Co., 571.

STATUTE OF FRAUDS.

The owner of land gave parol authority to an agent to sell, the agent accordingly entered into a parol contract for the sale, and communicated the fact and the particulars of the contract to his principal by letter.

Held, a sufficient note or memorandum in writing to satisfy the Statute of Frauds.

McMillan v. Bentley, 387.

See also "Specific Performance," 1.

SUBMITTING TO DECREE.

Where the defendant submitted by answer, to be redeemed on payment of costs, and made statements which, if true, would have entitled him to costs:

Held, that the plaintiff was justified in going to a hearing for the purpose of proving facts which entitled him to costs against the defendant.

Brand v. Martin, 566.

SUBROGATION OF RIGHTS.

See "Principal and Surety."

TENANT IN COMMON—CONTRIBUTION BY, TO PAY COSTS OF SUIT TO STAY WASTE.

Where costs were incurred by a tenant in common, suing on behalf of himself and his co-tenants, in restraining the committing of waste on the joint property by a stranger, it was