express or implied, is in a small matter, or executed, as in this case, and incidental and necessary to the carrying out of a much larger contract (planking walks) which could not be carried on till this small piece of work was first completed. No attempt is made to say that the work of plaintiff was repudiated as unskilfully or insufficiently done, and thereby really of no use to the Municipality; the evidence being quite of a contrary nature. I think, therefore, that justly and equitably, and therefore in this Court legally, the plaintiff must recover the reasonable price of the work against the defendants, the Municipal Council of Windsor.

In the Superior Courts, there has been lately some conflict as to the necessity of sealed contracts in similar cases. The cases on the point are Clark v. The Hamilton and Gore Mechanics' Institute, 12, U. C. B. R. Rep., 178; and Marshall v. The School Trustees, &c., of Kitley, 4, U. C. C. P. Rep., 373, (see 1, *U. C. Law Journal*, p. 26, note *). In the first mentioned case, it was held that upon an executory agreement, the plaintiff must prove a contract under the seal of the Corporation, unless the cause of action should be of that trivial kind, and so constantly recurring in the course of their business, that it would be absurd and intolerably inconvenient to exact such a formal undertaking. But when the contract has been executed, and the Corporation has benefitted by their labour, and that in the course of business within the scope of their charter, the law saves the Corporation the trouble of undertaking, by their seal, to pay for what they have approved. I think that these services were of such a nature; but even were it otherwise, as the plaintiff performed the work which was necessary for the Corporation, and they having subsequently profited by it, the claim of the plaintiff comes within the words of the Division Court Acts, as "just and agreeable to equity and good conscience."

Judgment for plaintiff, £6 5s.

MONTHLY REPERTORY.

Notes of English Cases.

COMMON LAW.

EX. C. COOPER v. PARKER. *Feb. 1st.*

Consideration—Acceptance of less sum in satisfaction of greater—Pleading.

The withdrawal by a defendant of a plea of infancy, whether true or false, is a sufficient consideration for an agreement on the part of the plaintiff to accept a smaller in satisfaction of a greater sum.

Judgment of C. P. affirmed, 14 C. B. 118.

PARKE, B.—The satisfaction pleaded in this case is clearly sufficient, and the plea is good. Where the thing given in satisfaction of a liquidated debt is of uncertain value, the Court will not interfere to inquire into the sufficiency of the consideration it discloses, or set a value upon it.

C.P. SMART v. HARDING. *Jan. 24.*

Frauds, Statute of s. 4—Interest in land.

A., a tenant from year to year of a milk-walk, agreed with B. to yield up possession to B. and permit him to occupy the premises, and to assign over the stock in trade to B., and to retire from the business and suffer B. to carry it on; the consideration on B.'s part being to pay A. £80. There was no agreement or assignment in writing. B. was let into possession and paid part of the consideration money, but refused to pay the balance, alleging that the milk-walk did not accord with A.'s representations. A. having brought an action on the agreement to recover the residue of £80,

Held, That there being an interest in land in question, and no writing within s. 4 of the Statute of Frauds, A. was not entitled to recover.

C.C.R. REGINA v. LUCK, BURDETT & COX. *Feb. 3.*

Cross-examination and reply, right of—Acquitted prisoner called as witness—Criminating evidence—Co-defendant.

At the close of the case for the prosecution of three prisoners defended by separate counsel, one was acquitted and was called as a witness on behalf of one of the two remaining. This witness criminated the other prisoner.

Held, That the counsel of the prisoner criminated had a right to cross-examine and address the jury on the evidence so given. That as this right had been refused, the conviction of the prisoner must be quashed, although the Court had offered to put the questions suggested by his counsel.

E.X. DOBIE v. LARKAN. *Feb. 3.*

Bill of Exchange—Plea—Holden for special purposes.

To an action on a bill of exchange by D., the indorsee, against L., the acceptor, L. pleaded that M. drew the bill which was accepted by L. and indorsed to D. for the purpose of D. getting it discounted, and handing the proceeds to L. for L.'s own use, but that D., colluding with M., got it discounted, and handed only part of the proceeds to L., and that there was no other consideration for the acceptance of or for D.'s holding the bill.

Held, On motion *non obstante veredicto*, that the plea was good.

CHANCERY.

V.C.S. THE PARIS CHOCOLATE COMPANY v. THE CRYSTAL PALACE COMPANY. *Feb. 3.*

Specific performance—Agreement for a lease—Variation—Injunction.

When an agreement has been varied, the Court will not decree specific performance unless there is certainty as to the variations, which must be consistent with the original agreement: nor where the violation of the agreement as to its main subject matter may be adequately compensated by damages.

But *semble*, every stipulation of the agreement need not be such as, if it stood alone, would be specifically perfomed.

Semble, also, if the parties themselves did with an incomplete performance of an agreement on the footing of pecuniary compensation, neither will obtain relief in equity for the non-performance of the entirety of the agreement.

M.R. COARD v. HOLDERNESS. *March 3, 5.*

Will—Construction—Estate effects, and Property.

Gift of all estate, effects, and property whatsoever and