

personal estate, but the only estate the executor then had was some household furniture. In 1867, the widow having set up a claim for dower, rejecting an annuity provided for her by the will, the heir at law filed a bill against the executor for an account:

Held, that the Statute of Limitations did not bar the relief: but, inasmuch as the executor had had reason to believe he would never be called on for an account, the court thought the master, in proceeding under the decree, should act liberally upon the rule of court giving the master a discretion as to the mode of vouching accounts in his office.

Walmsley v. Bull, 210.

See also "Vendor and Purchaser," 3.

STATUTE OF FRAUDS.

An undertaking as surety, must, to comply with the Statute of Frauds, name the person to whom it is given,

The Corporation of the Counties of Huron and
Bruce v. Kerr, 265.

2. Where a guarantee did not sufficiently comply with the Statute of Frauds, but the transaction related to an interest in lands for one year, and the principal had gone into possession under the contract and retained possession:

Held, that the contract was binding on both principal and surety, on the ground of part performance.—*lb.*

3. In such a case, some of the sureties, some weeks after possession was taken, refused to sign a formal lease. No proceedings were taken to enforce their undertaking until the year had expired, and the principal had given up possession, a defaulter in respect of his rent;

Held, that the delay was no bar to the suit.—*lb.*

See also "Timber Limits," 1.

STOLEN MONEY

See "Injunction," 8.

STYLE OF CAUSE,

See "Practice," 3, 10, 11.

SURROGATE COURT JUDGE, ALLOWANCE BY,

See "Executors," 1, 3.

TAXATION, APPEAL FROM.

See "Practice," 5.