

the deed executed by the defendant, or, treating it as a contract only, for a specific performance thereof:

Held, (1) That though the plaintiffs had equities as purchasers for value, yet the defendant had in equity to set aside the deed he was deceived into executing; and that his equity being the elder, and having the legal title in his favour, the court could not interfere to give the plaintiff relief; and (2) that though the laches and acquiescence of the defendant for so long a period, might be a reason for refusing him relief, were he in court as a plaintiff, still they did not constitute a ground for granting the plaintiffs the relief sought, and under the circumstances, the court dismissed the bill with costs.

Livingstone v. Acre, 610.

See also "Husband and Wife."

"Statute of Frauds," 2.

STATED ACCOUNTS.

Where a defendant by his answer sets up a stated account the plaintiff does not admit the defence by bringing on the cause by way of motion for decree; and the proper decree in such a case is a reference as to such alleged account.

Neil v. Neil, 110.

STATUTE OF LIMITATIONS.

1. The defendant acquired the legal title under a deed in December, 1842, in the portion allotted to him of the land in which the plaintiff and defendant, as also one *M*, had previously been jointly interested; and the strip of land in question in this suit was erroneously included in this conveyance; and the fact was known, but the conveyance was executed notwithstanding. About the same time the plaintiff and defendant executed a document agreeing to leave this strip for their mutual benefit, the plaintiff to have the timber thereon. The defendant had not actual possession of the strip, but there was no separation between it and the other portion of the lot which he did occupy under his conveyance:

Held, that this document operated to prevent the defendant from acquiring a title to this strip under the Statute.

Moffat v. Walker, 155.

2. The executor of an estate, which was small, permitted the widow of the testator to receive the moneys of the estate and expend them in the support of herself and children, and on the eldest son coming of age in 1852 the executor pointed out to him the clause in the will directing a distribution of the