

SPECIFIC PERFORMANCE—*Continued.*

from the establishment, be their value more or less ; but does not state *when the lease was to expire*. **HELD—**

That the contract was not set out in the bill with the necessary degree of certainty to enable the court to decree its specific execution, one of the essential terms of the agreement, viz. how long the lease was to continue, not being specified. *Ib.*

See EQUITABLE LIEN, &c.

MISTAKE, 1.

STATUTE OF FRAUDS.

1. The statute of frauds does not apply to a case where a complainant seeks to compel a defendant to pay his own debt to the party to whom his creditor has assigned it, but to entitle the complainant to relief he must prove that the assignment was made, and that the defendant had notice of it. This case is to be distinguished from the case where an attempt is made to charge a person with the debt of another, which can only be done in writing, and upon the consideration expressed in the writing itself. *Rider vs. Riley*, 16.
2. It is indispensable that a trust founded on the agreement of the parties, should be manifested and proved by some writing, signed by the party creating it. The trust need not be *created*, but must be *proved*, by writing. *Hertle vs. McDonald*, 128.
3. There can be no doubt that a court of equity will enforce the specific performance of a contract within the statute of frauds, not in writing, when it is fully set forth in the bill, and is confessed by the answer of the defendant, and the statute is not relied upon as a defence. *Winn & Ross vs. Albert and Wife*, 169.
4. The only ground upon which relief in such cases is granted, is, that where the defendant confesses the agreement, and does not insist upon the statute, he is supposed to have waived it as a defence. *Ib.*
5. The answer of a defendant confessing a parol agreement charged in the bill, cannot be regarded as a compliance with the statute, for though he confesses the agreement, he may still rely upon the statute as a defence. *Ib.*
6. Resulting trust implied by law, from the manifest intention of the parties, and the nature and justice of the case, are expressly excepted from the operation of the statute of frauds. *Sewell vs. Baxter and Wife*, 488.

See PART PERFORMANCE, 1. SPECIFIC PERFORMANCE.

STALE DEMANDS.

See LAPSE OF TIME, 4.

SUPPLEMENTAL BILL.

1. The filing a supplemental bill is not a matter of course, but only by leave of the court upon sufficient cause shown, and in a doubtful case, the court may direct notice to be given to the defendants who have appeared. *Winn & Ross vs. Albert and Wife and Jones*.
2. A new title or new interest may be set up by a supplemental bill, where the title relied on in the original bill is sufficient to entitle the plaintiff