

Statute of Limitations was claimed by the defendant, but a part payment within the six years was proved, it was contended on behalf of the defendant, following the article which appeared in THE CANADA LAW JOURNAL, Vol. 25, page 322, that under our Ontario Act, R.S.O., c. 123, a payment on account is not sufficient to stop the running of the statute.

Held, apart from the question of the effect of the statute, the effect of part payment as a bar to the Statute of Limitations must be taken as a matter of common law, and the rule that express statutory enactment is required to change the Common Law must apply.

Judgment for the plaintiff accordingly.

G. F. Henderson for plaintiff.

J. W. Ward for defendant.

Law Students' Department.

CALL.

Contracts—Evidence—Statutes.

Examiner—R. E. KINGSFORD.

1. A contract is stated to be void on grounds of "public policy." State the principles which are applied to a contract in order to ascertain whether or not the contract is void on that ground?

2. How far is evidence admissible to shew that the object of an alleged agreement was unlawful?

3. A. and B. are contracting parties. X. is the subject matter of a contract which is supposed by A. to exist, but which in truth does not exist, and is known by B. not to exist. What tests may be applied to this transaction in deciding upon its validity?

4. A. effects an insurance on the life of B. How far do false statements made by B. to the insurance company, concerning his own health, but not known by A. to be false, affect the contract?

5. What are the requisites for a sufficient acknowledgment to take a debt out of the operation of the Statute of Limitations?

6. To what extent, and under what restrictions, is forbearance to sue a good consideration?

7. How far does seven years' absence furnish satisfactory presumption of death?

8. How far are the Judge's notes of a trial evidence of what took place there? Why?

9. In a private action for a public nuisance, what must the plaintiff prove?

10. On a contract of sale state the obligations of the buyer and seller respectively, and state the requisites of proof in an action (1) for not accepting goods; (2) for not delivering goods.

Equity.

Examiner—P. H. DRAYTON.

1. A., who is a broker in Toronto, owns some stock. B., a customer of his, wishes to make an investment. On the faith of A.'s statement, recommending the stock as that of a customer's, he purchases the same. On discovering the true state of affairs he brings an action to set aside the contract. Should he succeed? Reasons for your answer.

2. A., B., and C. are sureties to D., in the sum of \$9,000, for the due performance of a contract by E., who fails to carry out his contract. A. is sued by D., and judgment given against him for \$9,000. In the meantime C. has died. State A.'s rights as against his co-sureties. Reasons for your answer.

3. A., who is a farmer by occupation, purchases from B. 100 acres of land, which he goes to see personally. The chief inducement to purchase the property is the representation by B. that there is on it a valuable quarry, which is exposed, the stone of which is suitable for a certain purpose, and therefore valuable; it turns out that the stone is quite unfitted for such purpose, and comparatively of little value. On this state of facts A. seeks to have contract rescinded. Give your opinion, with reasons whether he should succeed, or not.

4. A., a trustee, with funds in his hands for investment, consults with his solicitor as to investing the same. The solicitor states he knows of an investment on a farm of \$5,000, and states, as his opinion, that the farm is worth \$8,000. The investment is made; the interest is not paid, and, on proceedings being taken to realize, only \$4,000 is made. State the position of the trustee, with reasons for your answer.

5. A., the wife of B., brings against him an action for alimony. At what stage of the proceedings can she obtain interim alimony? And how, if in any way, can B. avoid the costs on application for the same?

6. A., who has been for years a confirmed drunkard, enters, when sober, into a contract