

depositor to the donee with apt words of gift, the deposit being subject to the condition that no part of it can be withdrawn without the production of the book.

Any evidence which is sufficient to prove any fact against the estate of a deceased person is sufficient to prove a donat'o mortis causa ; that is, any evidence which is believed and is corroborated as required by the statute may be acted upon.

*Spotton*, for executors. *W. H. Blake*, K.C., for claimant.

Master in Chambers.] TAYLOR v. TAYLOR. [Oct. 31.

*Writ of summons—Service—Substitutional service—Solicitor.*

After instructions to a solicitor to accept service of a writ of summons had been revoked, an order was obtained by the plaintiff for substitutional service of the writ upon him :

*Held*, that he had no locus standi to move to set aside the order.

An error in the report of *Young v. Dominion Construction Co.* (1900), 19 P.R. 139, pointed out.

*W. J. Elliott*, for solicitor. *H. D. Gamble*, for plaintiff.

Boyd, C., MacMahon, J., Teetzel, J.] [Oct. 31.

STANDARD LIFE v. TWEED.

*Municipal corporation—Debentures—Defective by-law—Remedial enactments—3 Ed. 7, c. 18, s. 93.*

A municipal by-law, issued in 1892, on which debentures were issued, provided for payment of the interest, but failed to provide for payment of the principal. The statute, 3 Ed. 7, c. 18, s. 93 enacts that "where in the case of any by-law heretofore or hereafter passed, the interest for one year or more on the debentures issued under such by-law and the principal for the matured debentures (if any) has or shall have been paid by the Municipality, the by-law and the debentures issued thereunder remaining unpaid shall be valid and binding."

*Held*, that the effect of this is to make one payment of interest validate the debenture in respect to which it is paid ; and that accordingly the debentures here in question fell within the scope of this remedial enactment.

*Bruce*, K.C., and *L. McCarthy*, for plaintiff. *Craig and Mills* for defendant.

Meredith, C.J., MacMahon, J., Teetzel, J.] [Nov. 2.

COOK v. DODDS.

*Executor de son tort—Payment by—Statute of Limitations—Bills of Exchange Act—Dominion and Provincial legislation—Joint contract.*

A payment or acknowledgment by an executor de son tort cannot be relied on to prevent the statute of limitations from operating as a bar,