

any promise express or implied to pay any person any sum of money paid by him in respect of a contract rendered null and void by 8 & 9 Vict. c. 109, or to pay any sum by way of commission or reward for any services in relation thereto is rendered null and void.

With regard to the plea of prescription the facts stand thus. After the transactions which gave rise to the debit balance against the respondent were closed, he, in October 1885, sent to the appellant \$100 as margin for the purchase of ten shares in the Bank of Montreal. He received notice in February, 1886, that these shares had been sold at a profit of \$150 and he acquiesced in this sum as well as the \$100 which he had sent in the previous October being placed to the credit of his general account. The learned Judge who tried the case came to the conclusion that under these circumstances the plea of prescription could not prevail. This view was concurred in by the Court of Queen's Bench and their Lordships see no reason to differ from the decision thus arrived at.

For the reasons which have been given their Lordships think that the judgments of the Courts below ought to be reversed, and that judgment should be entered for the appellant for the sum claimed, with costs in both the Courts below.

As regards the costs of this appeal, inasmuch as the appellant was allowed to prosecute it, notwithstanding the small amount at stake, upon the ground that it involved a question of wide general interest, especially to those following the appellant's calling, their Lordships think that the appellant should under the peculiar circumstances bear the costs of the appeal on both sides.

They will humbly advise Her Majesty in accordance with the opinion they have expressed.

Judgment reversed.

*Mr. Fullarton, Q.C., and Mr. English Harrison, for the appellant.
Mr. Alexander Young for the respondent.*

SUPREME COURT OF CANADA.

OTTAWA, 15 January, 1895.

Nova Scotia.]

WRAYTON v. NAYLOR.

*Sale of land—Sale by auction—Agreement as to title—Breach of—
Determination of contract.*

W. bought property at auction, signing on purchase a memo-