degree of several others who are on the list, as well as of Mr. Barwick, who has been left off the list possibly because a cry was raised against having too many taken out of one firm.

We congratulate Mr. Strathy upon the mark of confidence bestowed upon him by his brethren in putting him at the head of the list. It will be regretted that the following efficient Benchers are not on the present list: Messrs. Lash, Barwick, MacKelcan and J. K. Kerr. We presume some of them may hereafter appear on the list as vacancies occur.

THE APPLICATION OF THE STATUTE OF LIMITATIONS TO CLAIMS BETWEEN PARTNERS.

Since the decision of the Supreme Court in *Toothe* v. *Kittredge*, 24 S.C.R. 287, two English decisions have been published bearing on the same point, namely, the applicability of the Statute of Limitations as a defence as between co-partners.

In *Toothe* v. *Kittredge*, the action was brought by a judgment creditor of one of two partners to have the partnership accounts taken and the share of the debtor realized for the payment of the plaintiffs' claim. A reference was directed to take the partnership accounts, and upon this reference the other partner claimed that in the course of the partnership business he signed notes, which his co-partner, the judgment debtor, endorsed and got discounted for the purposes of the partnership business, but that the latter had charged him a much larger sum for interest on these transactions than he had actually paid, and he claimed a large sum to be due by reason of this overcharge. The Master held that as these transactions had taken place nearly twenty years before, the partner making the claim was barred by the Statute of Limitations. It appears by the judgment of the Chief Justice that the partnership was never formally wound up, but it was substantially so, as far back as 1883, when the debts were paid equally by the partners, but there was no division of the assets.

Upon this state of facts the Ontario Court of Appeal