

The learned Judge was of opinion that that statement was not a consent on the part of Mackey to judgment against him for the principal sum, nor an admission within the meaning of Rule 222—quite apart from the question of Mackey's authority to bind his co-defendant—and that there was nothing to take the case out of the established rule that the voluntary payment by one of the debt of another, without his request, gives no claim for money paid against the person whose debt is discharged.

Assuming the accuracy of the defendant Mackey's statements, which the plaintiff should assume when he moves upon admissions, there was no necessity for sending the case down for trial.

Appeal allowed and action dismissed, but without costs.

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TRAVATO V. DOMINION CANNERS LIMITED—CLUTE, J., IN CHAMBERS—SEPT. 2.

*Writ of Summons—Failure to Serve—Negligence of Solicitor—Renewal after Expiry of Year—Workmen's Compensation for Injuries Act, sec. 9—Time for Bringing Action—Statutory Bar.*]—Appeal by the defendants from the order of Mr. N. F. Paterson, K.C., Registrar, holding Chambers in lieu of the Master in Chambers, ante 7, renewing the writ of summons and allowing the plaintiffs to serve it, although more than a year had elapsed since the issue, and although the right of action, under the Workmen's Compensation for Injuries Act, R.S.O. 1914 ch. 146, sec. 9, would be barred unless saved by the continuance of the action begun by the writ the renewal of which was allowed by the Registrar's order. CLUTE, J., read a short judgment in which he stated the facts and referred to Doyle v. Kaufman (1877), 3 Q.B.D. 7, 340, and Hewett v. Barr, [1891] 1 Q.B. 98. Having regard to these cases, the learned Judge said, the renewal of the writ could not be supported. Appeal allowed and renewal set aside, without costs. J. W. Morison, for the defendants. A. W. Langmuir, for the plaintiff.

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CRAWFORD V. TRUAX—TRUAX V. CARGILL—MIDDLETON, J.—SEPT. 9.

*Parliamentary Elections—Controverted Election Petition—Money Paid into Court as Security—Petition not Brought to Trial—Payment out—Consent of Respondent.*]—Motion in each