

*Held*, that payment of the note was demanded on 29th June, 1883, when the \$75 was paid by defendant on account of the note, and the Statute of Limitations began to run on the 12th July, 1883. Plaintiff's right to sue was barred in 1889.

*Held*, also, that there was a waiver of presentment at the Bank by the defendant. *Sparham v. Carley* . . . . . 246

2. *Contingency—Payable on—County Court—Statement of claim*—The defendant gave the plaintiff company two promissory notes, both dated 25th April, 1891, one payable 1st December, 1891, and the other payable 1st December, 1892. Each note contained a proviso that "if for any good reason Massey & Co. should consider this note insecure, they have full power to declare it, and all other notes made by me in their favor, due and payable at any time." On 25th March, 1892, the plaintiff company declared the second note due, because the first one was unpaid, and brought an action on the same in a County Court.

*Held*, that the plaintiff company had power to make the note payable and actionable, upon the happening of the event mentioned, before maturity by effluxion of time.

The plaintiff's statement of claim filed in the County Court contained a copy of the note, but did not set out the contingency on which the note was declared payable.

*Held*, that it was a sufficient statement of claim. *The Massey Manufacturing Co. v. Perrin* . 457

*Several promissory notes—Gen-*

*eral payment on account—Statute of Limitations.*

See STATUTE OF LIMITATIONS.

## PUBLIC SCHOOLS.

See CONSTITUTIONAL LAW.

## QUEEN'S COUNSEL.

*Queen's Counsel—Precedence.*

—In the case of Queen's Counsel in Manitoba, where their patents are of even date, in the absence of any express provision as to their respective priority of rank contained in the patents, and of any other guide in determining the question, the order of precedence which they had as members of the Bar in Manitoba before the patents were issued and irrespective of them must prevail. *In the Matter of Her Majesty's Counsel* . . . 155

## REAL PROPERTY ACT.

1. *Practice—Addition of caveator*

—*Estate or interest of caveator—Directions in statute imperative.*—

In an application under The Real Property Act the caveat gave no addition for the caveator, though the affidavit in support described him as an accountant.

*Held*, that the addition of the caveator must be set out in the caveat.

The statement of the caveator's estate and interest in the land, both in the caveat and in the affidavit was only: "I have an attachment against T. M., who owns, or has a personal interest in the land described." *Jones v. Simpson*, 124

2. *Practice—Who should be plaintiff in issue.*—In 1882, B.