

accident, in allowing a passenger to leave by the wrong entrance, and also in not being in his proper place on the rear platform when the car started; but (with some doubt) the plaintiff was guilty of contributory negligence. The appeal should be allowed.

Appeal allowed.

SECOND DIVISIONAL COURT.

DECEMBER 30TH, 1916.

*PHILLIPS v. GREATER OTTAWA DEVELOPMENT CO.

Infant—Contracts for Purchase of Land—Forfeiture of Payments Made on Default in Subsequent Payments—Void Contracts—Absence of Valuable Consideration—Right to Recover Money Paid—New Contract not Made after Majority—Ability to Make Restitution.

Appeal by the plaintiff from the judgment of the Judge of the County Court of the County of Carleton dismissing an action brought in that Court for a declaration that certain agreements entered into by the plaintiff (when an infant) with the defendants for the purchase of lands were void and for repayment of \$303.84 paid thereunder.

The appeal was heard by MEREDITH, C.J.C.P., RIDDELL, KELLY, and MASTEN, JJ.

T. McVeity, for the appellant.

H. S. White, for the defendants, respondents.

MEREDITH, C.J.C.P., in a written judgment, said that, if the contracts in question were voidable only, he would not feel disposed to find fault with the judgment in appeal, as there seemed to have been sufficient evidence adduced at the trial upon which it could be found circumstantially that there was a ratification of the transaction by the plaintiff after he attained his majority; though, if the finding had been the other way, there would also have been much difficulty in the way of reversing it here.

But that was really not the point in the case; the real main question was, whether the contracts in question were void; and