Plea that the alleged cause of action did not accrue within six years.

Replication that the plaintiff was an infant when the cause of action accrued, and he brought his action within six years after coming to full age.

Rejoinder that plaintiff, when he entered into the contract and performed the work, &c., was over sixteen years of age, and did not reside with his parent or guardian, and that under the Act as to apprentices and minors, Rev. Stat. (Ont.), chap. 135, s. 5, he could sue in the same manner as if he were of legal age.

To this rejoinder the plaintiff demurred, on the ground that the fact that the plaintiff was entitled to sue before he came of age did not deprive him of the benefit of the Statute of Limitations, and that he had, after coming to the age of twenty-one years, a further period of six years within which to bring his action.

Held, that the object of the Revised Statute, chap. 135, s. 5, clearly was to make the infant liable on the contract without the intervention of his parent or guardian: that the statute did not extend further or remove altogether the disability of infancy, or prevent the Statute of Limitations applying in favour of the infant, and that the six years were counted, not from the accruing of the cause of action, but from the attainment by the infant of the age of twenty-one years.

Judgment for plaintiff on demurrer.

S. R. Clarke for the demurrer.

McMichael, Q.C., *contra*.

IN BANCO—HILARY TERM.

MARCH 15.

RE RUEBOTTOM V. NORTHUMBERLAND ET AL.

The judgment herein, of which a note was published at page 82 of this volume, adopted and affirmed.

H. Cameron, Q.C., for applicant.

Bethune, Q.C., and *Osler*, *contra*.

FORD V. GOURLAY.

Seduction—Action by master.

Held, in an action by a master for the seduction of his servant, whose parents were dead or out of the country, that the masters' damages were not restricted to actual loss proved, but that the jury might look at the circumstances, the effect on the master's family, &c., and give exemplary damages.

Durand for plaintiff.

J. K. Kerr, Q.C., for defendant.

COMMON PLEAS.

IN BANCO—HILARY TERM.

MARCH 9.

THE BANK OF OTTAWA V. HARRINGTON.

Promissory note—President of club—Liability.

The first count of the declaration was against defendant as maker of a promissory note, as follows:—Two months after date the Carleton Club promise to pay to the order of B., at the Ontario Bank, Ottawa, $497.66, for value received. There were two other counts on similar promissory notes. The fourth count alleged that defendant promised and undertook with the plaintiffs that he had authority from the members of the Carleton Club to make, sign and deliver the said several notes, and that if plaintiff would discount them they would be fully paid and satisfied by said members, with averments that the members never authorized defendant by by-law, resolution or otherwise, to make the notes for or on their behalf, and such members have refused to pay or be held responsible for the same.

The learned Judge, at the trial, found that the defendant was not liable on the first three counts as maker of the notes, and this was not moved against.

Held, that defendant was not liable under the fourth count: that, as a mere conclusion of fact, the evidence failed to establish the allegations therein; that a liability could only arise as a legal conclusion from the fact, as was contended by the plaintiffs, of 37 Vic., ch. 34, O., under which the Carleton Club was incorporated, not authorizing the making of notes; but this being a matter equally known to the plaintiffs as to defendant, and upon which they could exercise their judgment, no liability would arise; that even if the legal effect of defendant's act was to warrant that he had the members' authority to make the notes, the evidence rather shewed that such authority had never been disputed or repudiated.

Bethune, Q.C., for the plaintiff.

Robinson, Q.C., for the defendant.