and Japan, both using French law to a great extent, would it not be wise to endow a chair of French law, or better, of General Jurisprudence in the Law School at Toronto. Even if an Ontario lawyer was certain never to have a Japan or Quebec case, he would be much the better lawyer for a knowledge of the Code Napoleon and of the procedure in the Courts in the Province of Quebec."

As the curriculum of the proposed Law School must soon take definite form, our correspondent's suggestion is timely. We fear that comparative jurisprudence receives too little attention in Canada; but whilst we are obliged to our correspondent for his suggestion as to "a chair of French law at Toronto," we think there is quite enough French-ism in Quebec without bringing it further west. Not at present, thank you!

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## *THE EFFECT OF PAYMENT AS A BAR TO THE STATUTE OF LIMITATIONS.*

IT has been generally assumed in this province that the effect of payments on account of principal or interest due on simple contract debts as a bar to the Statute of Limitations, is unaffected by the statute (R.S.O., c. 123) requiring acknowledgments of debts to be in writing. It may be that the assumption is well founded; at the same time, in arriving at this conclusion, we believe a very important fact has been lost sight of, which at all events is, to say the least of it, calculated to cast some little doubt on the correctness of the generally received opinion. That fact is this: that in Lord Tenterden's Act, 9 Geo. 4, c. 14, the effect of payment is expressly saved, the proviso in that Act being as follows: "Provided always that nothing herein contained, shall alter, or take away, or lessen, the effect of any payment of any principal or interest made by any person whatsoever;" but this proviso in not to be found in the Ontario Act, R.S.O., c. 123.

We have not been able to find any case in which this variance between the Ontario Act and the English Act has been discussed. Not very many cases on the effect of payment, upon the revising of the Statute of Limitations, have been reported in our Courts; and in all of these to which we have referred, it seems to have been assumed that the Acts were identical. Thus in *Ball* v. *Parker*, 39 U.C.Q.B. 488, Harrison, C.J., says, "Since the passing of C.S.U.C., c. 44 (which is the same as 9 Geo. 4, c. 4, commonly called Lord Tenterden's Act in England) nothing after the lapse of six years will revive the debt except part payment, or an acknowledgment in writing signed by the party chargeable thereby." This case went to appeal (see 1 App. R. 593), but there also the judges assumed that the statute had made no difference in the effect of payment; and in *Boulton* v. *Burke*, 9 O.R. 80, and *Tilley* v. *McIntosh*, recently before Armour, C.J., (not yet reported) both Counsel and the Court seem to have assumed that such was the case. Prior to Lord Tenterden's Act, payment on account was regarded as a species of acknowledgment of the debt, and it was on this