

weekly sum for the support of the child until it attained a certain age. The mother died and her administrator brought the present action to recover arrears which had accrued due since her death under the agreement. The judge of the County Court who tried the action held that the agreement came to an end on the death of the mother, and that the plaintiff could not recover, and this decision was affirmed by the Divisional Court (Bigham and Walton, JJ.).

STATUTE OF LIMITATIONS—ACTION ON BOND—ACKNOWLEDGMENT IN WRITING—SECONDARY EVIDENCE—EXECUTOR OF DECEASED—JOINT OBLIGOR—JOINT AND SEVERAL LIABILITY—3 & 4 Wm. IV. c. 42, ss. 3, 5—(R.S.O., c. 72, ss. 1, 8; c. 146, s. 2).

*Read v. Price* (1909) 1 K.B. 577 was an action on a bond, whereby the obligors bound themselves, their executors and administrators jointly and severally. One of the obligors had died and his executor had given a written acknowledgment; and one of the questions in the action was whether that acknowledgment would prevent the Statute of Limitations (3 & 4 Wm. IV. c. 42, s. 3) running against the surviving obligors. Channell, J., held that it would not, because the executor of the deceased obligor did not become a joint obligor with the surviving obligors but merely represented the several liability of his testator. But it appearing that the deceased obligor had during his lifetime made certain payments on account which had been accompanied by letters acknowledging the debt it was held that although such letters had been destroyed parol evidence of their contents was admissible, and that these acknowledgments were binding on the co-obligors, and prevented the running of the statute in their favour. Although under R.S.O., c. 72, s. 8, part payment alone by a person liable to pay, without any written acknowledgment, appears to be sufficient to prevent the running of the statute; yet we find under R.S.O., c. 146, s. 2, neither acknowledgment nor payment by one of several obligors will prevent the statute running against any co-obligor. This case, therefore, as far as it holds that the acknowledgment, of one joint debtor is binding on other joint debtors, would not be law in Ontario.

INSURANCE—ACCIDENT INSURANCE—DEATH CAUSED BY ACCIDENT—INTERVENING CAUSE—ACCIDENT CAUSING DISEASE RESULTING IN DEATH.

*Re Etherington & Lancashire & Yorkshire A.I. Co.* (1909) 1 K.B. 591. This was an appeal from the judgment of Channell,