ated so he would know how much to charge to each. Dr. Zwick says Halliwell asked him for the separated accounts in this way, giving the reason that he wished to know how much each cost him, but in the examination for discovery of Dr. Zwick he swore that Halliwell asked for these accounts that he might know what it had cost each one. As against this, however, the stenographer for the late John Earl Halliwell testifies that when he received these accounts in his office he said to her that he did not see why he should be asked to pay these accounts, but that each member of the family for whom medical services were rendered should pay his or her own bills.

On the whole I am inclined to think (although not any too well satisfied on the point) that there is sufficient corroboration of the evidence of Dr. Zwick that the deceased Halliwell did request him to perform these services in these three bills mentioned, and promised to pay him for them.

The next question raised by the counsel for the plaintiff is that, in any event, these 3 bills are barred by the Statute of Limitations. There is no doubt of them being barred by the statute, none of them being later than 1900, unless, as is suggested by the counsel for the defendant, these earlier items are drawn in by the later items which are within the last 6 years, and the authority quoted for this contention by the defendant's counsel is the case of Hamilton v. Matthews, 5 U. C. R. 148.

It seems clear on reading the authorities that, previous to Lord Tenterden's Act, 9 Geo. IV. ch. 14, on the authority of the case of Catling v. Skoulding, it had been held that where there were running open accounts between two parties, and unsettled, the statute did not apply to either account, even though some of the items were more than 6 years old, and it was on the authority of that case that the learned Judges in the case of Hamilton v. Matthews decided against the application of the Statute of Limitations, although Hamilton v. Matthews was decided after Lord Tenterden's Act. I notice, however, that Robinson, C.J., in his judgment says: "I do not see why this case does not come within the decision in Cattling v. Skoulding, though not easy to reconcile with the statute"—meaning, I suppose, Lord Tenterden's Act. I notice further that in this case of Hamilton v. Matthews the defendant supplied the articles for which he claimed a set-off on the express understanding and with the intention that they were to go towards liquid-