

Urged, in reply, that this was a final judgment within the meaning of those words in *Bank of Minnesota v. Page*, 14 A.R. 347.

*Held*, that the order appealed from was a final judgment and so appealable to the Supreme Court, but the objection that the order was not appealable should properly have been made in the Supreme Court.

Objection was taken that the defendants, a municipality, could not be parties to the appeal bond, on the ground that this was beyond their powers under the Municipal Act.

*Held*, that a municipality having the ordinary rights of suitors, to sue and be sued, could properly join in a bond in a suit in which they were parties, as an incident to such rights. The bond should be allowed.

Order made allowing bond and appeal, costs to abide event of appeal.

*Perdue* for plaintiffs.

*Crawford* for defendants.

THE REFEREE.]

[Feb. 16.

MERCHANTS BANK *v.* GALBRAITH.

*Foreign judgment — Pleading — Striking out embarrassing pleas.*

The plaintiff sued on a foreign judgment recovered in the Common Pleas in Ontario in 1881. The defended pleaded never indebted, payment, and the Statute of Limitations, as of six years. The plaintiff moved to strike out the pleas as embarrassing, claiming that never indebted and payment could not be so pleaded and the plea of the statute was improper, on the ground that the statute, if at all limited, is to twenty years.

*Held*, that the pleas of never indebted and payment were properly pleaded, and if so advised, the plaintiff could apply to plead and demur to the plea of the statute.

Summons discharged with costs.

*C. H. Campbell* for applicant.

*Cumberland* for defendant.

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(Compiled for THE CANADA LAW JOURNAL.)

### Latest additions :

Adams (G.H.), *New United States Tariff*, 2nd and revised edition, New York, 1890.

Birdseye (C.F.), *Table and Index to New York Revised Statutes, Codes and Laws*, vol. 4. New York, 1890.

Bolles (A.S.), *Bank Officers, their Authority, Duty, and Liability*, New York, 1890.

*The Law Relating to Banks and their Depositors and to Bank Collections*, New York, 1887.

Freeman (A.C.), *Void Judicial and Probate Sales*, 3rd edition, St. Louis, 1890.

Kerr (J.M.), *A Treatise on the Law of Homicide*, New York, 1891.

Moore (J.B.), *The Law of Extradition and Interstate Rendition*, 2 vols., Boston, 1891.

Smythe (E.H., Q.C.), *The Law of Bills of Exchange and Promissory Notes*, Toronto, 1891 (6 copies).

Stephen (L.), *Dictionary of National Biography*, Hailes-Harriot, vol. 24, London, 1890.

Wood (H.G.), *Bytes on Bills*, 8th American edition, Philadelphia, 1891.

## Law Students' Department.

EXAMINATION BEFORE HILARY TERM: 1891.

CERTIFICATE OF FITNESS.

*Taylor on Equity.*

*Examiner* : A. W. AYTOUN-FINLAY.

1. A. pays to B., executor of an estate, the sum of \$750, which he (A.) supposes to be an existing debt. B., in turn, pays this money away to creditors of the estate.

As a fact, A.'s debt had already been paid.

What remedy, if any, have A. and B., or has either of them?

2. Two parties enter into a valid agreement for the sale by one and the purchase by the other of certain land, and the purchase money is paid.

At the time the bargain is made the land is no longer existent, having been destroyed by an inundation.

What is the position of each party respectively, and why?

3. Distinguish and discuss the meaning of the expressions—*suggestio falsi*; *suppressio veri*.

Illustrate your answer by examples.

4. Under what circumstances, if any, will a Court of Equity grant relief to a party who is