

10. **Library stamp.**]—The Acts of 1879, c. 86, s. 2, requiring a twenty-five cent adhesive stamp to be affixed to each "Writ of Summons," for the benefit of the Law Library of the Barristers' Society, at Halifax, does not apply to a summons for agent issued under absconding debtor process.

Henry v. Curry, 22/152.

ACCIDENT INSURANCE.

See INSURANCE, 1.

ACCORD AND SATISFACTION.

See also JUDGMENT, PAYMENT.

1. **Compromise of action—Payment into Court.**]—In an action and counterclaim pending, the parties agreed in writing that plaintiff should accept and defendant pay the sum of \$240 in settlement of all matters of difference between them. Next day the defendant tendered the amount, but plaintiff repudiated the arrangement, considering that it was merely an offer on his part, which he had a right to withdraw. Held, on trial of the action, that defendant should succeed, there being a valid contract of settlement for good consideration, and with costs. Also, Ritchie, J., dissenting, on proof of tender having been made of the amount, without payment into Court having been made.

Forsyth v. Moulton, 25/309.

2. **Compromise of litigation.**]—Cannot include fine under Canada Temperance Act.

See CANADA TEMPERANCE ACT, 32.

3. **Discharge of debt.**]—By less valuable payment in goods. Written agreement in relation thereto. Not to be varied by parol.

See CONTRACT, 6.

ACCOUNT.

1. **Account stated.**]—The fact that an account has been stated is only prima

facie evidence of its correctness. It may be impeached on account of unfairness or mistake of law or facts.

Hart v. Condon, 22/334.

2. **Adopting credits does not admit debits.**]—In an accounting before a Master, a party by adopting the credits shown by the account of his opponent, does not admit the debits shown, nor admit the account as a whole.

King v. Drysdale, 24/308.

3. **Mesne profits.**]—A Judge may order an account to be taken as to mesne profits at any stage of the proceedings, and after final judgment. Cf. O. 32, R. 2, and O. 13, R. 9, 10.

See LAND, 18.

ACCRETION.

Trespass—Ownership of land formed.] The parties to an action of trespass involving the ownership of a piece of land formed by a stream, were owners on opposite banks of B. River. The plaintiff's contention was that during a freshet the course of the river had shifted and cut off a piece of his land, and that the defendant had prevented the river from resuming its old channel. The plaintiff's deed described his land as bounded by the river.

In answer to questions the jury found that in 1849 the river had flowed closer in on defendant's bank, and that the change had been gradual, but "due to freshets and jams of ice."

Held, that as the formation of the strip in dispute, between the new and old channels, though gradual, had not been imperceptible—a necessary element of accretion—it was the property of the plaintiff, who was entitled to recover for the defendant's trespass thereto.

Townshend, J., dubitante, on the evidence.

McKay v. Huggan, 24/514.

ACKNOWLEDGMENT OF DEBT.

See LIMITATION OF ACTIONS.