

**Smaller Sum.**—The plaintiff declared in debt for £1,000 upon three counts, £500 work done, £100 money paid, and £400 account stated. Plea, that the plaintiff agreed under seal to build a house for defendants according to specifications; that any extra work should be done under, and valued by their architect; that certain extra work was done and valued by him, as provided, at £355; that "such extra work is the cause of action in the declaration alleged, and for which this action was brought;" and that before action they paid to the plaintiff the said sum of £355, "in full satisfaction and discharge of the said extra work, and of all damages and demands in respect thereof, being the said causes of action in the declaration mentioned."—Held, plea bad, as amounting to a less sum being pleaded in satisfaction of a greater. *Ritchey v. Bank of Montreal*, 4 U. C. R. 222.

**Smaller Sum.**—Declaration on common counts, laying the damages at £200. Plea, accord and satisfaction by payment of £3:—Held, bad. *O'Beirne v. Gouin*, 5 U. C. R. 582.

**Smaller Sum.**—Plea of payment and acceptance of a less in satisfaction of a larger sum, held, bad:—Quere, whether a plea that the demand was unliquidated and disputed, and that it was agreed that plaintiff should receive a less sum in satisfaction of his alleged cause of action, could be supported. *Holmes v. McDonnell*, 12 U. C. R. 493.

**Third Person.**—S. conveyed lands to R. with full covenants. R. conveyed by a similar deed to plaintiff. S. died leaving a wife, who demanded her dower. R. paid plaintiff a certain sum in accord and satisfaction:—Held, that payment in accord and satisfaction by R., and acceptance, discharged plaintiff's claim against defendant, executor of S. *Cuthbert v. Street*, 9 C. P. 115.

### III. PROMISSORY NOTES AND BILLS OF EXCHANGE.

**Bill of Exchange Taken.**—Declaration on a special contract under seal, by which plaintiff was to do all the work on an extension of defendants' railway, alleging non-payment for work done, &c. Plea, as to \$15,000 parcel, &c., that before action, at plaintiff's request, defendants delivered to plaintiff their acceptance of his bill of exchange for said sum, which bill was current at the commencement of the suit, and was afterwards paid:—Held, on demurrer, plea good, following *Henry v. Earl*, 8 M. & W. 228, and *Homer v. Denham*, 12 Q. B. 813 n. *Shanly v. Midland R. W. Co.*, 33 U. C. R. 604.

**Damages.**—Where an action is for tort, and the damages in the discretion of the jury:—Semble, that a promissory note may be taken in satisfaction; the principle that a less sum of money cannot be taken in satisfaction of a greater not applying. *Lane v. Kingsmill*, 6 U. C. R. 579.

**Dishonour of Notes.**—Assumpsit for goods sold and delivered, and on account stated. Plea, that before suit defendant made and delivered three negotiable notes to the

plaintiffs, "who then accepted and received the same in full satisfaction and discharge of the sum of money and cause of action in the said declaration mentioned." Replication, that the notes were dishonoured at maturity, and still remain in plaintiffs' hands unpaid. Held, bad, for the plaintiffs, having accepted the notes in full satisfaction and discharge of the original causes of action, had lost their remedy upon the latter. *Loomer v. Marks*, 11 U. C. R. 16.

**Note not Accepted.**—Action for goods sold. It appeared that defendant, on application for payment, sent to the plaintiff his own note, with two indorsers; the plaintiff wrote acknowledging that it was received, and "placed to your credit, with thanks; the indorsers are not known to us, but on your stating that each one is good for the amount, we accept the note in settlement of your account to date." At the maturity of the note, defendant wrote expressing regret at his inability to meet it, and requesting plaintiff to draw upon him, and that he could hold the note until payment of the draft: he subsequently telegraphed him that he would remit in a few days:—Held, a question, on the evidence, for a judge or jury, whether plaintiff had accepted the note in satisfaction or discharge, or not, and it having been found that he had not, the court refused to interfere. *Greenwood v. Foley*, 22 C. P. 352.

**Note not Indorsed.**—First count, for goods sold and delivered, &c., second count, on a promissory note made by B. & S. payable to defendant or order, and by defendant indorsed and delivered to plaintiffs. Plea, that before action defendant "delivered the note in second count mentioned to the plaintiffs in full satisfaction and discharge of the cause of action in the said first count mentioned, and the plaintiffs then accepted and received the said note in full satisfaction and discharge of the said money, and the causes of action in respect thereof in the first count mentioned." Demurrer, because the note in question was payable to the order of defendant, and the plea does not aver that he indorsed it to plaintiffs:—Held, plea good, as the delivery and acceptance by plaintiffs of the note in question, though not indorsed, was, under the authority of *Hanscombe v. Macdonald*, 4 C. P. 190, a good answer to the action. *Jacques v. Beatty*, 13 C. P. 327.

**Note for Arrears of Rent.**—Defendant leased to F., from whom he took a note in payment of arrears of rent. F. let the plaintiff into possession of the premises, and the plaintiff made certain payments to defendant on account of rent, for which defendant gave receipts as for premises leased to F. On plea of *rien en arriere* from F.:—Held, that the plaintiff could not insist upon the taking of the note as a discharge of the rent due from F. *McLeod v. Barch*, 7 C. P. 35.

**Note of One Joint Debtor.**—The note of one of two joint debtors is no satisfaction of the debt:—Held, plea bad on that ground, and as attempting to shew liability to a third party, an indorsee, when the note as pleaded was evidently not negotiable. *Leonard v. Atcheson*, 7 U. C. R. 32.

**Note of One Partner.**—To an action against two partners for wharfage and warehouse-room of goods, defendants pleaded the