It was admitted that under the statute these notes were redeemable at Port of Spain, and not elsewhere, and that the defendants would have been entitled to charge exchange upon the notes being tendered for deposit. The contention was, that, by reason of what took place, the defendants were precluded from charging exchange.

The defendants, as a matter of business expediency and courtesy, had been in the habit of cashing these Trinidad notes at par in Toronto, when occasionally presented in small lots; but the rate of exchange, which had been for some time adverse to Trinidad, increased so that it became a matter of importance; and, when the defendants became suspicious that notes were being sent from Trinidad to Toronto for the purpose of enabling a profit to be made out of the courtesy granted, they became chary of further favours. In the meantime the plaintiff had succeeded in having several small deposits of these notes put through at par, and on one occasion, the 10th September, 1919, notes to the amount of $3,000 were accepted without exchange.

It was quite evident that a scheme was evolved to realise a substantial sum by sending from Trinidad large amounts in notes, which the plaintiff expected to have cashed at par. The plaintiff's brother procured these notes and sent them to Toronto, contemporaneously drawing through another bank for an equivalent amount. The deposits of the 17th and 19th November were made up of parcels of these notes, and were, it is said, inadvertently received by the teller. On neither occasion did the plaintiff produce his bank-book for the purpose of having an entry made in it; but on each occasion he received a duplicate deposit-slip initialled by the teller, and on each occasion the face amount of the notes was placed to the plaintiff's credit in the defendants' ledger. When the higher officials of the bank became aware of what had taken place, a communication was at once sent to the plaintiff advising him that the bank had debited him with the sum now in question as representing the discount upon these notes, and this debit entry was put through the bank—this was on the 19th November, the day of the second deposit.

The deposits made by the plaintiff were, to his knowledge, not of actual Canadian money, but were of foreign currency, subject to discount, and the giving to him of credit for the face-amount was a mistake.

The giving of credit in a bank account by error is subject to correction, like any other mistake; and this was really the essence of the case. The plaintiff had no right to receive from the bank anything more than he actually deposited.

He complained that the mistake was unilateral, saying that he knew that what he was depositing might be subject to a discount