gas from such garbage, etc., the ingredients used in the production under the second patent being the same, or the equivalent of those used under the first patent, an alleged change therein being designed merely to enable the defendant to appear to employ different materials, while in substance and effect the same; his dealings also with the plaintiff, after he had procured the second patent, were on the footing that plaintiff was to have the same interest therein as in the first patent.

A claim by the plaintiff that he was entitled to the benefit of the second patent as an improvement within the meaning of the first patent, under the terms of the assignment, was upheld.

Welton, for appellants. *Smoke*, for the respondents.

MacMahon, J.] BANK OF HAMILTON *v.* IMPERIAL BANK. [July 15.

Banks and Banking—Alteration of cheque—Liability.

B. having $10.25 to his credit at the Bank of Hamilton drew a cheque for $5.00, which he presented at that bank and had it marked good. The cheque had no figures before the dollar mark, and on the line for the written amount the word "five" was written, there being a long space between it and the word "dollar." B. then altered the cheque by writing "500" after the dollar mark and the word "hundred" after the word five, and, taking the cheque so altered, deposited it at the Imperial Bank, and opened an account there, and got three cheques marked on that bank, namely, for $300, $150 and $50, drawing out the amount of the $150 cheque and negotiating the other two. The altered cheque of $500 was sent by the I. Bank to the Clearing House, and, under the system in vogue, it was charged against the Bank of H. On the following morning, on the Bank of H. discovering that no cheque for $500 had been debited to B.'s account, and that a forgery had been committed, immediately notified the I. Bank and demanded repayment of $495, being the difference between the $500.00 and the $5.00, which had been debited to B. Under the system in force, the forgery would not be discovered until the following morning, but, it was said, that under a different system it might have been discovered sooner.

Held, that the plaintiff was entitled to recover.

Osler, Q.C., for plaintiffs. *Lash*, Q.C., and *Kappele*, for defendants.

Meredith, C.J.] PLAXTON *v.* BARRIE LOAN CO. [July 15.

Distress—Abandonment—Mortgage—Arrears of interest—Seizure of goods—Incompleteness of inventory—Proviso for redemption—Extension of time for payment—Swearing appraisers after appraisement.

After a distress for arrears of interest under the clause therefor in a mortgage, the bailiff remaining in possession and having the key of the