

came of age on 23rd December, 1908; more than a year and a half before the bringing of this action. He claimed that he understood, until recently, that he was born on 23rd December, 1888, and so would not be of age until 23rd December, 1909, a little over six months before the bringing of the action. He did not say that his conduct with reference to the bank, and his attempt to repudiate were in any way influenced by this misunderstanding; but he did rely upon his mistake as an answer to the suggestion that his laches should be treated as precluding him from now repudiating what he did in his minority.

About the time the father left Ontario, the mortgage upon the property was foreclosed, and the whereabouts of the father was not for some time ascertained. It was admitted that he was now absolutely worthless.

In Grant's treatise on the law relating to bankers, 6th ed. (1910), p. 31, it is said:

"The relations between a bank and an infant customer have not yet been the subject of judicial decision, and involve questions of great nicety."

After the examination of some authorities, he concludes thus: "It is therefore submitted that the law is that if an infant draws a cheque in his own favour, and receives the money, the banker could clearly not be called upon to pay the infant the money a second time. As regards cheques in favour of third parties, the true relation seems to be based on the principle that an infant may do by an agent any act that he can legally do himself."

In Sir John R. Paget's article on bankers, in Halsbury's Laws of England, vol. I., 587, it is stated:

"A current account may be opened with an infant, so long as it is not allowed to be overdrawn; for an infant may be a creditor. A cheque drawn by an infant entitles the holder to receive payment, and so constitutes a discharge. An infant cannot claim again money paid out to him or others upon his cheques."

These expressions of opinion are based upon such statements as that of Pearson, J., in *Burnaby v. Equitable Reversionary Interest Society*, 28 C. D. 424, where he says:

"The disability of infancy goes no farther than is necessary for the protection of the infant."

And that of Lord Mansfield in *Earl of Buckingham v. Drury*, 2 Eden 60, 71:

"Infancy never authorizes fraud . . . If he receives rents he cannot demand them again when of age."

And that of James, L.J., in *Re Brocklebank*, 6 C. D. 358:

"Cannot an infant give a receipt for wages or salary due to him in respect of his personal liability?"

These statements, it is true, are *dicta*; but they are *dicta* of great weight, and are quite in accord with the general principles governing infants.

In *Overton v. Bannister*, 3 Hare 503, an infant nineteen years of age had executed a release. This was held to be a good discharge to the trustee for the sum actually paid, but not to be a bar to a suit to recover a further sum alleged to be due.

In *Valentini v. Canali*, 24 Q. B. D. 166, Lord Coleridge, C.J., with whose judgment Bowen, L.J., concurred, in dismissing an action brought by an infant to recover monies paid by way of rent for a furnished house which he had used and occupied, stated that the infant's claim "would involve a violation of natural justice. When an infant has paid for something, and has consumed or used it, it is contrary

to natural justice that he should recover back money which he has paid."

It is clear that when the bank became indebted to the infant Freeman, with respect to his deposit, the mere fact of his infancy would have been no answer to an action brought by him to recover the money. As put by James, L.J., in the case already referred to, 6 C. D., at p. 360, "A man cannot be allowed to escape from the payment of a debt because the person to whom it is due happens to be an infant. He cannot be permitted to say, 'I will cheat my creditor because he is an infant.'"

(To be continued.)

Insurance Briefs.

As at January 1, the business of an insurance broker which has been conducted at Guelph, Ont., by Mr. John Sutherland was incorporated under Ontario charter in the name and style of John Sutherland & Sons, Ltd. Mr. Sutherland's sons will share with him the active management and control of the business.

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The Board of Directors of the Metropolitan Life Insurance Company has appointed assistant secretary and manager of the Industrial Department, Lee K. Frankel, Ph.D., to be the sixth vice-president of the Company. Doctor Frankel has been associated with the Company for a number of years as the head of its Welfare Work, and the extent of his operations and the ability with which he has carried them on are well known to the Field Force and the public generally.

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After-Christmas letter from a policyholder to a life agent:—"Dear Sir:—I cannot raise the money to pay my premium just now I am sending you the policy and if you would oblige me to pay this premium and hold the policy I am pretty sure of having the money by first of March and I will pay it back to you if you cannot do that let it go up the spout."

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At London, Ont., James Adams has been committed for trial on a charge of burning the barn of John Waters, a Caradoc township farmer.

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President Forrest F. Dryden, of the Prudential of America, has stated that as far as that company is concerned, the year has been one of signal success, the company showing larger increases in both Industrial and ordinary departments and greater individual results per agent than in 1911. As regards expense rate, the Prudential reports the lowest industrial expense rate and the lowest agency expense-cost per \$1,000 of paid-up business in the history of the company. The percentage of lapsed policies has also decreased.

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Mr. E. F. Nicholls, underwriter to the London Assurance, lecturing recently on marine underwriting in London, England, remarked that, it was no use even trying to be an underwriter if, when you were offered a risk from London to East London, you replied, as an underwriter actually answered once, "that you must refuse the business because 'you never wrote craft risks on the Thames.'" Mr. Nicholls also