from the ordinary mode and standard of punishment; and upon that ground, and that ground only, we shall advise Her Majesty to discharge the order, in respect of its having substituted a penalty and mode of punishment which was not the appropriate and fitting punishment for the case in question. Law Rep. 1 P.C. 283-296.

MONTHLY NOTES.

SUPERIOR COURT—May 9.

DARLING ET AL., *v.* LEWIS *es qual.*

Customs Act—Cash Discount.

MONK, J. This was an action against the defendant in his then capacity of Acting Collector of Customs at the Port of Montreal, claiming four boxes of hardware, detained by him for additional duty thereon; and in default of the goods being given up, asking that the defendant be condemned to pay the value thereof, with damages. These goods had been imported by the plaintiffs from the United States, and a question arose as to whether the plaintiffs were entitled to deduct ten per cent, which appeared on the face of the invoice, and which was alleged by them to be a trade discount, and therefore not subject to duty. The Customs appraisers maintaining this to be a cash discount, the point was referred to Messrs. Ferrier and Crathern, as arbitrators under the provision of the Statute. These gentlemen rendered an award to the effect that the actual cost and market value of the goods was the net amount stated in the invoice, no reference being made to the nature of the discount. The Acting Collector was not satisfied with this award, and still detained the goods, whereupon the plaintiffs instituted the present action. The plea was that this ten per cent was a cash discount, and could not be taken off; and further, that the award was illegal, and not such as the law required. The Court had to decide whether this was a trade or a cash discount, and, if a cash discount, whether the award was legal. In the first place, the presumption was that this was a cash discount. Further, the Court had in evidence the circular of the plaintiffs, in which it was stated that the ten per cent was for cash. So far from the pretension of the plaintiffs being sustained by the evidence, it was perfectly clear that the ten per cent was a cash discount. This preliminary question being settled, it remained to be determined whether the award was legal and final. The award stated that the market value was the net amount of the invoice, and this seemed to be in favour of the plaintiffs. In a note to the award reference was made to a letter addressed by the shippers to the plaintiffs, in which it was stated that the ten per cent was a cash discount, and that the plaintiffs never sold on credit. The defendant objected that this could not be received, unless the contents of the letter were sustained by proof, and his Honor was of opinion that the letter in question was utterly valueless as testimony, and he was bound to say that the award was not such as the law required. It must, therefore, be set aside, and the action dismissed with costs.

Cross & Lunn, for the Plaintiffs.

Pominville & Bétournay, for the Defendant.

HOPKINS *v.* THOMPSON.

Architect—Plans according to conditions.

MONK, J. This was an action brought by an architect to recover the value of his services in the preparation of plans for a church. It appeared that letters were addressed on behalf of the congregation to the plaintiff and three other architects, inviting them to submit plans for the proposed edifice. Certain restrictions were imposed; the cost was not to exceed $32,000. If the plan was rejected the competitor was to receive only $50. The letter to the plaintiff and the other architects was drawn up with a minuteness and precision calculated to put them on their guard to observe the conditions imposed. The plaintiff, among others, prepared plans in accordance with the terms imposed, but all the plans sent in were rejected, except those of Mr. Thomas, and it appeared that his plans were not in accordance with the conditions stated. When this fact became known to the other architects, they appeared to be much dissatisfied, and the plaintiff, one of their number, had instituted the present action for the *quantum meruit* of his services, refusing to accept the $50 offered. The question, then, for the Court to