

tiff agreed to lend his father \$1,800, to be paid on account of the mortgage upon the hotel; and on the 20th April, 1906, the plaintiff signed a cheque in favour of McCullough for this amount. This cheque was afterwards deposited to the credit of McCullough in the defendants' bank, and in due course was paid out, upon McCullough's cheque.

The father continued to carry on the hotel business until shortly before the 22nd August, 1910, when he left Ontario. . . . Almost immediately after his departure, the plaintiff consulted his present solicitor, who on the 22nd August, 1910, wrote a letter to the bank demanding payment of \$1,300 and interest, upon the theory that the receipt of the \$1,800 from a minor was a breach of the Bank Act, and that the payment to the minor of anything over \$500 was void against the plaintiff, who, by reason of his minority, claimed to avoid the contract. Without waiting for a reply, the plaintiff issued the writ in this action on the 23rd August.

The plaintiff was born on the 23rd December, 1887, and so came of age on the 23rd December, 1908; more than a year and a half before the bringing of this action. He asserts that he understood until recently that he was born on the 23rd December, 1888. . . . He relies 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 is admitted that he is 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." . . .

[Reference also to Sir John R. Paget's article on Bankers, in Halsbury's Laws of England, vol. 1, p. 587; *Burnaby v. Equitable Reversionary Interest Society*, 28 Ch.D. 424; *Earl of*