don, Supreme Court of Canada, Nov. 11 1891.

3. QUESTIONS OF FACT—INTERFERENCE WITH DECISION OF TRIAL JUDGE.

In an action for payment for services alleged to have been performed by H. on a retainer by B. to procure a subsidy from Parliament and bonuses from the municipalities of Sarnia and Sombra in aid of a railway projected by B., the giving of which retainer B. denied :—

Held, that the question for decision being entirely one of fact, the decision of the trial Judge, who saw and heard the witnesses, in favour of H., confirmed as it was by the Court of Appeal, should not be interfered with by the Supreme Court. *Hawkins* v. *Bickford*, Supreme Court of Canada, June 22, 1891.

APPEAL BOND—See Principal & Surety.

APPRENTICESHIP—See Infancy.

ARCHITECT — SUBMISSION OF PLANS—CONTRACT—DAMAGES.

The plaintiff, an architect, in response to a public advertisement, offered plans in competition for a public building about to be erected by the defendant, on being assured by the president of defendant's board that all the plans sent in would be submitted to disinterested experts before a choice was made. The plans were not submitted to experts, and those finally adopted were submitted by an architect who was not a competitor within the terms of the public advertisement.

Held, that the plaintiff was not entitled to damages, it being evident that the defendant was not bound to adopt the plans which might be recommended by the experts, and no partiality or bad faith in the selection being proved. *Walbank & Protestant Hospital for the Insane*, Q. B. (In Appeal) Mont. Nov. 26, 1891, M. L. R., 7. Q. B. 166.

ARSON—See Crim. Procedure 8.

ASSAULT & CARNAL KNOWLEDGE—See Crim. Law 8, 9.

ASSAULT—See Crim. Procedure 2.

BANKRUPTCY—NEW PROMISE.

Defendant, after a discharge in bankruptcy, wrote to plaintiff, saying, "When I come to B. I will call and see you. I mean right. I will also pay something on account;" and again, "I shall pay you something as soon as possible." After writing the letters, and before suit, defendant was in B., and had the ability to pay the account.

Held, that the letters did not constitute a new promise to avoid the effect of the discharge. *Bigelow* v. *Norris*, S. C. Mass., Feb. 27, 1885.

Notes.

1. An acknowledgment of the existence of the debt is not enough to prevent a defendant from relying on his discharge. *Pratt* v. *Russell*, 7 Cush. 462, 464.

2. Neither is a part payment on account. *Institution* v. *Littlefield*, and *Merriam* v. *Bayley*, 1 Cush. 77.

3. The words "on account" simply admit the existence of the original debt unsatisfied, and apply the payment to it. They do not in terms waive any defence, and the implication of a new promise is excluded by the promise which is expressed.

4. The words "I mean right" neither amount to a sufficient promise of themselves, nor enlarge the effect of the following words. *Society* v. *Winkley*, 7 Gray, 460; *Allen* v. *Ferguson*, 18 Wall. 1.

BANKS & BANKING.

1. DEPOSITS.

A bank which receives from a depositor a check drawn on itself by another person, and gives the depositor credit therefor, thereby pays the check, and cannot afterwards deduct the amount of such check from the depositor's account without his consent. *American Exchange Nat. Bank* v. *Gregg*, Ill., 28 N. E. Rep. 839.

2. CLEARING HOUSE RULES — RETURN OF UNACCEPTED CHEQUE — USAGE.

Held, that a custom of trade in derogation of the common law must be strictly proved. And where a bank sought to excuse itself from taking back an unaccepted cheque on another bank, which had been sent into the clearing house in the morning, on the ground that by a rule of the association a cheque for which there were no funds should be returned to the pre-