judgment when you think best against F. and L. (the private bankers), to include the amount of your cheque for $575 to me, upon the understanding that the same is to be paid me out of the first proceeds of such judgment. You are to exercise your best discretion in the matter." M. then went on with his action, and entered judgment, but nothing was recovered:—Held, that this memorandum did not necessarily import an abandonment of P.'s claim upon the cheque, and the acceptance of a new and substituted mode of obtaining payment, and did not operate as an accord and satisfaction. *Blackley* v. *McCabe*, 16 A. R. 295.

Trust—*Subsequent Conveyance.*]—A man by an informal instrument assigned to a trustee all his estate and effects, on condition of the trustee paying to each of the children of the assignor $400. Subsequently the grantor conveyed to one of his sons a house and premises valued at $200:—Held, that the trustee could not set this up as a part satisfaction of the $400 mentioned in the first deed, and that declarations of the father made subsequently to the assignment in trust, and the conveyance to, and in the absence of, the son, were inadmissible to shew that the conveyance was made and intended to be in part satisfaction of the sum so secured to the son. *Mulholland* v. *Merriam*, 20 Gr. 152.

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2. *By Stranger.*

Agreement not Completed.]—Covenant on a mortgage. Plea, that defendant conveyed to the plaintiff his equity of redemption in the land mortgaged, which the plaintiff accepted in satisfaction of the claim. It appeared that when the plaintiff commenced this action, defendant offered to convey the land in full satisfaction of the debt, but the plaintiff declined. Plaintiff's attorney afterwards, hearing that one G. would buy the land and pay the mortgage, told the plaintiff, who said it was all the same to him from whom the money came, and at G.'s wish the deed was made by defendant to the plaintiff instead of to G., and left with the attorney. Afterwards, however, it appeared that G., had referred to another lot owned by defendant, and he refused, therefore, to carry out the agreement:—Held, that the plea was not proved. *Haar* v. *Henley*, 18 U. C. R. 494.

Damages—*Settlement by Third Person.*]—To an action against attorneys for negligence in not registering a mortgage from D. for £750 to plaintiffs within a reasonable time, and so permitting a subsequent mortgage to be registered before it, the defendants pleaded that after breach the plaintiff accepted another mortgage from D. on other land of D. for £750 in full satisfaction and discharge of defendants' promise, and all damages accrued to the plaintiffs from the breach thereof:—Held, a good plea, it being no objection that the accord was by a third person, a stranger to the action. *Lynch* v. *Wilson*, 22 U. C. R. 226.

II. PAYMENT.

Agreement to Purchase Land Leased—*Satisfaction of Rent by Payment of Purchase Money.*]—*See Forge* v. *Reynolds*, 18 C. P. 110.

Damages.]—Payment to a person injured by an accident on a railway of the sum of ten dollars, and a receipt signed by him for "the sum of ten dollars, such sum being in lieu of all claims I might have against said company on account of an injury received on the 6th day of May, 1893," may constitute accord and satisfaction. Judgment in 26 O. R. 19 reversed. *Haist* v. *Grand Trunk R. W. Co.*, 22 A. R. 504.

Judgment.]—Part payment of a judgment must, to be an extinguishment thereof, be expressly accepted by the creditor in satisfaction. Where, therefore, the judgment debtor forwarded to the solicitor of the judgment creditor a bank draft, payable to the solicitor's order as payment "in full," and the solicitor indorsed the draft and obtained and paid over the moneys to the judgment creditor, but wrote refusing to accept the payment "in full," the judgment creditor was allowed to proceed for the balance. Day v. McLea, 22 Q. B. D. 610, applied. Section 53, ss. 7, Judicature Act, as to part performance of an obligation in satisfaction, considered. *Mason* v. *Johnston*, 20 A. R. 412.

Payment not Completed.]—Plaintiff holding defendant's note (not negotiable) payable on demand, for £500, in transactions with one R. (a partner of defendant), gave it to R., taking in return his note for £1,000, for this and other transactions. In dissolving partnership, it was agreed that this £1,000, or note of R.'s should be paid by defendant. R., being subsequently called upon for payment, obtained defendant's cheque for £500, and returned defendant's original note for £500 to plaintiff in payment of the note for £1,000. Upon an action brought for the amount of the note of £500, the defendant pleaded satisfaction thereof by taking R.'s note for £1,000:—Held, that the facts did not amount to a payment, and that defendant was liable. *Booth* v. *Ridley*, 8 C. P. 464.

Settlement of Action.]—The plaintiffs sued the defendants for $150, money lent, to which the defendants pleaded a set-off against L. in satisfaction. It appeared that the defendants having built a house for L., cross-demands arose out of the contract, and their solicitors negotiated for a settlement: that the $150 was mentioned, and L.'s solicitor offered to pay $650 in full of all matters, taking this $150 into account as a credit to L. The defendants refused to take less than $700, and sued L., whose solicitor, before he was aware of the suit, paid $650, and afterwards paid $50 into court, which was taken out. The jury were asked whether L. or his attorney agreed absolutely to allow the $150 as a payment on the contract, or only for the sake of a settlement, which was not arrived at: to which the defendants objected, that if the negotiations proceeded on the supposition that the $150 was to be so allowed, and L. afterwards paid the $700 on a different understanding, he was bound so to state at the time:—Held, that the direction was right, and a verdict for the plaintiff was upheld. *Young* v. *Taylor*, 25 U. C. R. 583.

Smaller Sum.]—Declaration on common counts, claiming under one promise £500, and laying the damages at £200. Plea, payment of £250 in full satisfaction of the said promise, and also of all damages by reason of the non-performance thereof:—Held, bad. *Thompson* v. *Armstrong*, 3 U. C. R. 153.