

COURT OF QUEEN'S BENCH.

(CROWN SIDE.)

AYLMER, December 10, 1888.

Coram MALHIOT, J.

Ex parte JUCY, a juror.

Foran, for the juror, requested his discharge on the ground that he was an alien, and that the right to act as a juror was a political privilege enjoyed by British subjects only.

The application was granted.

(T. P. F.)

SUPERIOR COURT.

[In Chambers.]

AYLMER, January 3, 1889.

Before WURTELE, J.

Ex parte OUMET.

Habeas corpus—Commitment.

A writ of *habeas corpus* to bring up the prisoner who had been committed on a charge of assault and battery, was issued.

Foran, for the accused, urged that the commitment should have shewn that the complainant had prayed for a summary trial (*Rev. Stat. Can.*, c. 178, s. 73), and was without warrant.

His Honor, referring to Burns' Justice, Vo. Commitment, pp. 852, 870, remarked that he would consider the law had been complied with, if the conviction set forth the prayer of the complainant; but as upon enquiry made, it was found that no conviction in writing existed, the prisoner was liberated. The learned Judge added that either the conviction or commitment should have shewn that the magistrate had jurisdiction, as the charge was not cognizable in a summary manner, except under certain circumstances.

Prisoner discharged.

(T. P. F.)

SUPERIOR COURT—MONTREAL.*

Acceptance of cheque—Powers of Bank acting as agent for other Bank—Compensation.

HELD:—1. That a Bank acting as agent for another Bank is not authorized, in the absence of express agreement, to cash a cheque drawn upon the principal Bank, but unaccepted by it.

* To appear in Superior Court Reports, M. L. R., 4 S. C.

2. That a telegram from the President of the principal Bank to a stockholder therein, stating that certain funds are at his credit, is not an acceptance of a cheque drawn by the stockholder upon the receipt of such telegram for the amount of the funds, such telegram adding nothing to the legal obligation of the principal Bank towards the stockholders to pay the cheque when duly presented for payment, if there were then funds at his credit to meet it and no legal hindrance to its payment existed.

3. That no compensation arises between the principal Bank and its agent, entitling the latter to set off monies paid under an unaccepted cheque upon the principal Bank against monies held by the agent and due to the principal Bank.

4. That a custom of bankers cannot be put in evidence unless it has been specially pleaded.—*Maritime Bank v. Union Bank of Canada*, Tait, J., Nov. 30, 1888.

Billet promissoire — Echéance — Demande de paiement—Presentation.

JUGÉ:—1o. Que pour un billet promissoire fait à quinze jours de vue, le délai de paiement ne commence à courir qu'au jour de la présentation du billet.

2o. Qu'une demande de paiement seule ne suffit pas, qu'il faut qu'elle soit accompagnée de la présentation du billet.—*Cousineau v. Lecours*, Loranger, J., 30 mai 1888.

Causes sommaires—Privilège—Audition.

JUGÉ:—Que les causes de la Cour Supérieure intentées sous l'Acte concernant la procédure quant à certaines matières commerciales et autres, requérant célérité, 51-52 Vict. (Q.), ch. 26, 1888, appelées communément "causes sommaires" n'ont pas de préséance devant la Cour de Révision.—*McIntyre v. Armstrong*, en révision, Taschereau, Würtele, Tait, JJ., 19 déc. 1888.

APPEAL REGISTER—MONTREAL.

Friday, December 21, 1888.

Gilman & The Exchange Bank of Canada.—Judgment reversed, with costs of second class; Church, J., *dis.*

Dubrcuil & La Banque de St. Hyacinthe.—Judgment confirmed.