Her Majesty's reign, entitled 'An Act with Respect to the Powers of Commissioners for taking Affidavits,'" but then we have a *form* not prescribed or authorized by any Statute.

Toronto, May 15th, 1890. J. E J.

[The decision in *Regina* v. *Monk* has caused a great deal of inconvenience to the profession and expense to suitors, and, so far as our opinion goes, unnecessarily so, as we doubt whether the learned judge arrived at a correct conclusion. The profession at least continued largely to use the services of Commissioners. The case, however, does not seem to have been appealed, and was followed in later cases. The Legislature has considered it best to make it plain that Commissioners are included within the Act. Our correspondent doubts whether the Ontario Act is sufficient to effect its object. We trust that it may be, so that the doubts as to the power of Commissioners to take declarations may be finally settled.—ED. C.L.J.]

Notes on Exchanges and Legal Scrap Book.

BANK ACCOUNTS AND THE STATUTE OF LIMITATIONS.—It is certainly not a well-known point of law that money left with a banker, and not drawn upon for six years, becomes at the end of that time the absolute property of the banker. Special attention is rightly called to this fact in the new edition of Chitty's Contracts as a "point of contract law seeming to require remedial legislation." Money deposited with a banker on current account is in law money lent to him. The contract between banker and customer is simply that of borrower and lender, with an obligation on the banker to honour the cheques drawn by his customer. If there is no payment of interest by the banker, nor any other acknowledgment by him that the debt is due, the right of the customer to recover the moneys which he has deposited with the banker will be barred after six years by the Statute of Limitations.—*Law Times.*

MONEY PAID UNDER ILLEGAL CONSIDERATION.—The law as to recovering back moneys paid under illegal contracts is in a most unsatisfactory state, as appears from the considered judgment of the Court of Appeal in *Kearley* v. *Thompson and Ward*, which we note elsewhere. There, £40 was paid to induce the defendants, acting as solicitors for a petitioning creditor, not to oppose a bankrupt's discharge. The bankrupt never came up for discharge, and it was sought to recover the money. Clearly the illegal contract had not been completely performed, but, nevertheless, the court held that the payer had no *locus pœnitentiæ*, the parties were *in pari delicto*, and the money must remain where it was. Some tribunal, some time or other, will have to deal with expressions used by Lord Justice Mellish and Lord Esher. The former said, in *Taylor* v. *Bowers*, 34 L.T.R.N.S., 938; 1 Q.B.D., 291: "If money is paid or goods delivered for an illegal purpose, the person who had so paid the money or delivered the goods may recover them back before the illegal purpose is carried out." The