for payment was a waiver of the right of lien, but did not amount to an accord and satisfaction. *Dempsey* v. *Carson*, 11 C. P. 462.

**Bond**—*Legacy.*]—Where a testator had bound himself by bond to pay to his mother £12 10s. annually, and devised part of his land to his brothers on condition that they should pay to his mother £12 10s. per annum and pay all his just debts, and made them his executors:—Held, that at law the legacy could not be considered as a satisfaction of the annuity in the bond, and that the mother was entitled to both. *Cole* v. *Cole*, 5 O. S. 744.

**Collateral Security.**]—Held, that the deed as set out in the pleadings in this case shewed clearly an intention on the part of the bank to take it as collateral security, and not as an assignment in satisfaction of the notes sued on. *Bank of British North America* v. *Sherwood*, 6 U. C. R. 552.

**Composition by Parol.**]—Defendants admitted the plaintiff's demand, but set up as a defence an agreement after action between them and their creditors, the plaintiff being one, by which the creditors agreed to take certain property of defendants, which was to be managed by assignees appointed by the creditors; and that they were ready and willing to make such assignment, but that sufficient time had not yet been allowed to complete the same. The plaintiff replied, that he and the other creditors did not agree to take the assignment, &c., in satisfaction of their respective debts, nor that the plaintiff was not to proceed against defendants for his debts:—Held, that a composition where lands are not concerned, or an assignment of goods, which would not fall within the Statute of Frauds, is valid by parol; that it was no objection that the satisfaction had not been given at the time of the plea; that an agreement as an accord was good by parol, though acceptance was not shewn, there being no default on the part of the debtors; and that the plea after verdict must be held good, because it was in the nature of the circumstances that the mutual promises were (provisionally) a satisfaction for the debt. *Brenskill* v. *Metcalf*, 2 C. P. 431.

**Delivery of Goods**—Semble, that a plaintiff may, after breach of a simple contract, legally agree to take a new agreement to deliver goods, &c., in full satisfaction of the former promise, and of the damages accruing from the breach. But goods agreed to be accepted in satisfaction must be actually delivered; readiness to deliver will not do. *Thomas* v. *Mallory*, 6 U. C. R. 521.

**Lease**—*Breach.*]—After breach of the condition of a lease, the acceptance of some collateral thing in satisfaction cannot be pleaded in bar of the action on the lease. *McIntyre* v. *City of Kingston*, 4 U. C. R. 471.

**Lease**—*Surrender.*]—Quære, whether a surrender, besides necessarily discharging all undue rents, may not also be pleaded equitably by way of accord and satisfaction of rents over due. *Bradfield* v. *Hopkins*, 16 C. P. 298.

**Loan.**]—A loan of money cannot be pleaded in satisfaction and discharge of a bond and condition. *Prindle* v. *McCan*, 4 U. C. R. 228.

**Mortgage**—*Agreement to Convey Other Land.*]—M. executed a mortgage in Y.'s favour for £30, over lot No. 11, he then also holding a lease renewable in perpetuity of lot A. at a rental of £4 per annum. The rent being in arrear, judgment was obtained and execution issued by the lessor against M. therefor; Y. then agreed with M. to pay this execution, M. to assign to him the lease of lot A.; and further, it was agreed that if the lessors "will give to the party of the first part (Y.) a deed in fee simple, or a lease perpetually renewable at the present rent, he, the party of the first part, will discharge and release a mortgage," &c., being that above mentioned. Y. afterwards obtained a conveyance from the lessors of lot A., but it did not appear that such was made for the sum contemplated at the time of the agreement between Y. and M. Y. afterwards pressed for payment of the mortgage debt, when M. made excuses for delay, and did not rely on the agreement as a bar to Y.'s claim. Y. having commenced an action of ejectment on his mortgage. M.'s bill to stay it and to have the agreement and subsequent purchase by Y. construed into a satisfaction of the mortgage debt, was dismissed with costs. *McKenzie* v. *Yielding*, 11 Gr. 406.

**Mortgage**—*Release of Equity.*]—Defendant purchased personal property from the plaintiff, and gave him back a mortgage on it to secure the purchase money, and agreed that in default he would give up the property, and plaintiff should sell it to pay himself, and give the overplus, if any, to defendant, and at the same time defendant gave the plaintiff his notes for the purchase money, which were not to be acted on if the property were given up. On default the property was given up and sold by plaintiff for less than the mortgage money, and an action was then brought on one of the notes to recover the difference:—Held, that it would not lie, the notes having been satisfied by the surrender of the property, according to the agreement. *Smith* v. *Judson*, 4 O. S. 134.

**Security for Smaller Sum.**]—The acceptance of a conveyance by way of mortgage for a simple contract debt of a larger amount than that secured and covenanted to be paid by the mortgage, is a satisfaction of the simple contract debt for the larger amount. *Allen* v. *Alexander*, 11 C. P. 441.

**Substituted Mode of Payment.**]—On the 26th June, P. and M. exchanged cheques for the accommodation of P., the cheque of P. being drawn on a bank in Hamilton, and the cheque of M. being drawn on private bankers in Toronto. It was agreed that the former cheque should not be presented before the 1st July, and it was alleged by P., but denied by M., that a similar restriction applied to the latter cheque. The private bankers suspended payment and closed their doors about noon on the 27th June, having a large balance in their hands at the credit of M., who, on that day, served a writ on them in an action to recover this balance, the amount of the cheque being included. His cheque was never presented for payment, nor was any notice of dishonour given. The cheque of P. was presented and paid. Some time after the suspension of the private bankers, and after some negotiations between P. and M. as to the payment of M.'s cheque, P. signed a memorandum drawn up by M. in the following form: "Please take