

C. P.]

NOTES OF CASES.

[C. P.]

any crop in the ground, of harvesting it, or if not, to be paid for the summer fallow. Before any crop was put in, D. sold to defendant, who refused to pay plaintiff for the crop subsequently put in by plaintiff and converted by defendant. *Held*, that plaintiff was entitled to recover in trover from defendant for the value of the wheat.

Fleming, for plaintiff.

Tilt, contra.

MADDEN V. COX.

Bill of exchange addressed to President for Company—Personal liability.

A bill of exchange addressed to defendant thus, "The President Midland Railway," was accepted in these words: "For the Midland Railway of Canada, accepted H. Read, Secretary, Geo. A. Cox, President." *Held*, Cameron J. dissenting, that defendant was personally liable.

C. Robinson, Q.C., for plaintiff.

J. K. Kerr, Q.C., contra.

COMMON PLEAS.

IN BANCO.—MICHAELMAS TERM.

December 26, 1879.

CONN V. MERCHANTS' BANK.

Bank bills—Payment—Subsequent failure of bank—Tender back within reasonable time—Notice of dishonour.

The plaintiff, a regular customer of the defendants' bank at Stratford, on the forenoon of the 28th May, made a deposit, which included \$1,000 of Mechanics' Bank bills, and was credited therewith in the bank books, the deposit being made in good faith and without any knowledge of the state of the Mechanics' Bank. At one p.m. of the same day, the defendants' agent received instructions by telegram from the head office in Montreal to be cautious about Mechanics' Bank bills. About an hour later he received a further telegram that the Mechanics' Bank had stopped payment, and to send in obligations promptly. Further communications passed between the

head office and the agent, and on the evening of the 30th the agent told plaintiff that his instructions were to charge plaintiff with the amount of these Mechanics' Bank bills, which was accordingly done, to which plaintiff objected. The plaintiff, on the 28th, had drawn out \$100, and on 29th, \$700, so that if he were deprived of the \$1,000 to his credit, his account would be overdrawn. On the 29th the notes had been sent down to the head office at Montreal. The notes were never tendered back to plaintiff. In an action to recover back the amount as money paid to defendants to plaintiff's use.

Held, that for the want of a tender of the notes on the 29th, the defendants made them their own, and plaintiff was therefore entitled to recover.

Held, also, that even if defendants had the right to send the notes to Montreal for presentment for payment, due notice of dishonour given on the 30th or 31st might have been sufficient, without tendering the notes back, but that no such notice was given.

Idington, Q.C., for the plaintiff.

R. Smith (of Stratford) for defendants.

ELLIOTT V. DOUGLAS.

Deed—Falsa demonstratio—Possessory title.

In ejectment, one of the deeds in plaintiff's possession was as follows: This Indenture made 11th day of October, 1821, at Quebec, in the Province of Lower Canada, by and between William Isaac Greig, Deputy Assistant Commissary General, of the one part, and William Howe, Esquire, accepting hereof for and on behalf of Alexander Thom, half-pay staff surgeon, of the other part, Witnesseth that the said William Isaac Greig for and in consideration of £50 of lawful money, &c., to him in hand paid by the said Alexander Thom, &c., doth grant, &c., unto the said Alexander Thom, his heirs and assigns for ever, all and singular, &c. To have and to hold the same with the appurtenances, &c., unto the said Alexander Thom, his heirs and assigns, to the sole and proper use, benefit, and behoof of the said Alexander Thom,