receipt of mine of 17th ult., I now withdraw the offer therein made." The following day, Feb. 6th, the appellant wrote saying that he had been obliged to look up the papers, and the next day, Feb. 7th, the offer of the cheque was repeated, and again refused. The architect did not actually take legal proceedings till the 3rd April following. The appellant, by his plea, besides the ground of error, set up the acceptance by respondent of his tender, and the amount tendered was brought into Court. Apart from the question of the error in the plans, and the architect's liability therefor, the Court had to decide as to the right of a person, who after long deliberation, and full knowledge of all the circumstances, formally signifies his willingness to accept an amount already tendered to him, to withdraw that acceptance if the debtor does not forthwith deliver the money. It was not pretended that the acceptance had been made under any misapprehension. It was made to close a disputed account, and the tender by the other party was renewed long before suit, viz.: within twenty-one days after the architect had offered to accept the money. The majority of the Court of Appeal have decided that the acceptance might be revoked if not acted upon by the delivery of the money within a reasonable delay, and that twenty days under the circumstances was not a reasonable delay.

NOTES OF CASES.

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COURT OF QUEEN'S BENCH.

MONTREAL, June 15, 1880.

Sir A. A. DORION, C. J., MONK, J., RAMSAY, J., CROSS, J.

SNOWDON, appellant, and NELSON, respondent.

Offer of creditor to accept amount previously tendered by debtor, if not promptly acted upon by debtor, may be revoked.

Sir A. A. DORION, C. J. The respondent is an architect, who sued the appellant for a sum of $143.32, being the balance of $443.32, amount claimed to be due for commission for making plans and superintending the erection of a house for the appellant. It was agreed at the time the plans were made that the house would cost $9,000, and no more, the appellant having positively stated his intention of not proceeding with the building if the house were to cost more than that amount. By some omission in the specifications the roof was either not provided for, or was provided for as a gravel roof. When the appellant heard that it was to be a gravel roof, he strenuously objected, and an alteration was made, and a tin roof was substituted. The difference in cost between a tin roof and a gravel roof was $84, which the appellant had to pay to the roofer. When the architect presented his claim for the commission, amounting to $443.32, the appellant claimed that the difference in cost between the tin roof and the gravel roof should be deducted from his account. A good deal of correspondence took place, and the architect (the respondent) offered to deduct from his account half the difference in cost, namely $42, provided the appellant and the roofer bore the other half between them. This proposal was not agreed to, either because the roofer would not submit to any reduction, or because the appellant would not consent, and the proposal fell through. Subsequently, on the 24th November, 1876, the appellant tendered to the respondent the balance due him, less the $84. The respondent did not accept this tender, but on the 17th January, 1878, about 14 months afterwards, he wrote to the appellant that if he would send him his cheque for the amount tendered he would accept it. The appellant did not appear to have taken any notice of that letter, and 19 days afterwards the respondent wrote another letter, to the effect that as he, the appellant, had taken no notice of his letter, he withdrew his acceptance of appellant's offer. This was on the 5th February. The next day, February 6th, the appellant wrote to the respondent, that if he did not acknowledge receipt of letter, it was because he had not the accounts before him, and that when he had looked up the particulars, he would send him the amount which had been previously tendered. Upon that the respondent instituted an action, claiming the whole amount of $143.32. Under these circumstances, if the Court below had said that each party should lose half of the $84 and pay his own costs, the judgment would have appeared equitable at least, and probably would not have been disturbed. However, the Court below considered that the respondent was right,