

Metcalf, J.]

GRAVES v. HOME BANK.

[May 27.]

*Banking—Release by customer of claims against bank—Monthly acknowledgment of correctness of balance.*

The plaintiff's claim was for damages for an alleged illegal sale at a loss of certain goods hypothecated by him for advances. He subsequently, but before action, signed, either personally or by his authorized agent, nine or ten successive monthly acknowledgments of the correctness of the balances due to him as shewn by the books of the bank. These documents contained the following clause: "And in consideration of the account of the undersigned being not now closed, and subject to the correction of clerical errors, if any, the bank is hereby released from all claims by the undersigned in connection with the charges or credits in the said account and dealings of the said day."

*Held*, that, in the absence of any suggestion of fraud on the part of the bank in procuring such releases, they were sufficient in form to bar the plaintiff's action and, being founded on a sufficient consideration, were valid and binding upon him.

*Chalmers*, for plaintiff. *Minty*, and *C. S. Tupper*, for defendants.

Metcalf, J.]

[May 27.]

IN re RURAL MUNICIPALITY OF SOUTH CYPRESS.

*Liquor License Act—Local option by-law—Municipal Act—Posting up notices of voting—Fixing time and place for summing up of votes.*

*Held*, that s. 68 of the Liquor License Act, R.S.M. 1902, c. 101, should be construed as requiring the council of a municipality, in passing a local option by-law, to follow the directions of ss. 376 and 377 of the Municipal Act, R.S.M. 1902, c. 116, and therefore to provide for the posting up of notices of the voting and to fix a time and place for the clerk to sum up the votes, and that a local option by-law which did not make such provisions was illegal and should be quashed.

*Andrews*, K.C., and *Burbidge*, for applicant.

*Robson*, K.C., *Taylor*, K.C., and *Foley*, for municipality.