

Act, 1893, s. 4 (R.S.O., c. 102, s. 12). On the making of the alleged sale a sale note giving particulars signed by the plaintiff was sent to the defendant also an invoice for the goods. The plaintiffs drew on the defendant for the price, the defendant refused to accept, alleging the goods had not been delivered at the place agreed on. No place of delivery was mentioned in the sale note. Correspondence took place between the solicitors of the parties and the defendant's solicitor wrote a letter to the plaintiffs' solicitor—*Combi v. Thirkell*: "Your letters to my client Mr. I. Combi relating to this matter have been handed to me. I am instructed to inform you that the terms upon which the goods were agreed to be purchased were not carried out by your client." The letters referred to contained particulars of the alleged sale, and it was contended that the defendant's solicitor's letter by its reference to them constituted a sufficient note in writing. But Bailhache, J., who tried the action, held that there was no sufficient memorandum and the Court of Appeal (Bankes and Scrutton, L.JJ., and Eve, J.) affirmed his decision, being of the opinion that the solicitor's letter did not admit but repudiated the fact that the letters referred to contained the terms of the agreement between the parties; although the Court conceded that if the letter in question had admitted that the letters referred to did in fact contain the terms of the agreement, a repudiation of liability thereunder would not have prevented it operating as a sufficient note in writing under the statute. The Court also thought the letter was insufficient on the ground that the plaintiff had not proved that the solicitor was the agent authorised on the defendant's behalf to sign the memorandum.

GAMING—CHEQUES GIVEN FOR RACING BETS—CHEQUES INDORSED BY PAYEE—CHEQUES PAID INTO BANKING ACCOUNT STANDING IN NAME OF PAYEE'S WIFE—WHETHER WIFE AN "INDORSEE" OR "HOLDER"—GAMING ACT, 1835 (5-6 W. IV., c. 41), ss. 1, 2—(R.S.O., c. 217, s. 3).

*Dey v. Mayo* (1919) 2 K.B. 622. In this action the plaintiff sued to recover £852 0s. 8d., being the amount of five cheques drawn in favour of the defendant or order and crossed "account payee, not negotiable." The cheques were given in payment of racing bets, won by the defendant from the plaintiff—they were indorsed by the defendant in blank and paid into a banking account kept in the wife's name and duly honoured. It was found as a fact that the banking account was in fact the defendant's though operated in his wife's name as his agent. By the Gaming