STATISTICAL ABSTRACT FOR APRIL OF THE RETURNS OF THE CHARTERED BANKS OF CANADA.

Comparison of the Principal Items.

Assets.	30th April. 1900.	31st Mar. 1900.	30th April. 1899.	Increase and Decrease for month.		Increase and Decrease for year.	
Specie and Dominion Notes	$27,014,110	$26,095,532	$25,174,362	Inc.	$ 918,578	Inc.	$ 1,839,748
Notes of and Cheques on other Banks	10,340,636	8,678,073	8,231,246	Inc.	1,662,563	Inc.	2,109,390
Due from American Banks and Agencies	19,148,974	16,540,872	22,560,792	Inc.	2,608,102	Dec.	3,411,818
Due from British Banks and Branches	5,216,026	7,438,772	9,398,598	Dec.	2,222,746	Dec.	4,182,572
Canadian Municipal Securities and Brit., Prov. or Foreign or Colonial other than Dominion	17,004,868	17,009,746	16,601,094	Dec.	4,878	Inc.	403,774
Railway Securities	14,336,216	14,507,428	14,880,656	Dec.	171,212	Dec.	544,440
Loans on Stocks and Bonds on Call	28,905,583	28,966,114	28,641,774	Dec.	60,531	Inc.	263,809
Current Loans to the Public	281,615,493	279,023,194	24[illegible],498,939	Inc.	2,592,299	Inc.	36,116,554
Overdue Debts	1,897,427	1,928,177	2,546,512	Dec.	30,750	Dec.	649,085
Total Assets	429,714,067	423,942,107	398,440,210	Inc.	5,771,960	Inc.	31,273,857
Liabilities.							
Bank Notes in Circulation	43,908,432	43,814,918	37,369,887	Inc.	93,514	Inc.	6,538,545
Due to Dominion Government	2,404,425	2,982,924	2,957,212	Dec.	578,499	Dec.	552,787
Due to Provincial Governments	3,099,686	3,151,646	2,299,685	Dec.	51,960	Inc.	800,001
Deposits payable on demand	94,979,167	91,852,305	88,537,362	Inc.	3,127,16[illegible]	Inc.	6,442,105
Deposits payable after notice	174,041,686	172,936,941	163,093,210	Inc.	1,104,745	Inc.	10,948,476
Do made by Banks	2,226,568	2,371,085	3,004,729	Dec.	14[illegible],517	Dec.	778,161
Due to American Banks and Branches	1,167,813	1,248,503	678,797	Dec.	80,690	Inc.	489,016
Due to British Banks and Branches	5,671,691	4,423,988	6,320,454	Inc.	1,247,703	Dec.	648,763
Total Liabilities	328,568,220	323,883,696	304,931,109	Inc.	4,684,524	Inc.	23,637,111
Capital.							
Capital Stock paid-up	64,454,351	64,245,727	63,426,015	Inc.	208,624	Inc.	1,028,336
Reserve Fund	30,581,347	30,416,762	28,249,103	Inc.	164,585	Inc.	2,332,244
Miscellaneous.							
Directors' Liabilities	10,477,190	9,777,107	7,111,644	Inc.	700,083	Inc.	3,365,546
Greatest amount of notes in circulation at any time during the month	45,620,310	44,280,053	39,442,891	Inc.	1,340,257	Inc.	6,177,419

Deposits with Dominion Government for security of note circulation, amount required being 5 per cent. of maximum circulation for year ending 30th June, 1899, $3,056,344.

number of shares bought on the 28th, 29th, and 31st December, 1891, and the 5th January, 1892, at the resulting loss of $1,150, forms the third disputed item in the account.

Mr. Rodolphe Forget, one of the appellants, was the principal witness on their behalf. He proved the mandate from the respondnt to make the sales and purchases in question, that express authority was given for each separate transaction, that in every case the shares were actually purchased, and the scrip delivered, and that, as soon as a transaction was completed, bought and sold notes, in which the terms of the purchase or sale were fully set forth, were made out, signed by the appellants, and after press-copies had been made in a book, kept by them for that purpose, at once forwarded to the respondent.

The same witness also deposed that on the 15th September, 1892, there being then the 100 shares of Atchison stock included in the trust account, the respondent ordered these shares to be transferred to his personal account, and charged accordingly, which was done. The witness also stated that on the 13th December, 1893, and 16th February, 1894, after all transactions of purchase and sales, except the sales in October, 1894, had been closed, the respondent gave the appellants, on account of his liability to them, four promissory notes, dated the 10th October, 1893, 4th November, 1893, 13th December, 1893, and 16th February, 1894, for the several amounts of $1,200, $1,200, $1,100 respectively, and that the two last of these notes, which were given in renewal of the earlier ones, remained at the date of the action in the appellants' hands unpaid, and were discounted or made use of by them. Further it is shown by the accounts, which are proved in detail by Rodolphe Forget, that at various times from the 3rd February, 1892, to the 14th November, 1893, cash payments were made by the respondent to the appellants. These payments, as well as the promissory nots, can only have been on account of the transactions now in dispute. For if those transactions were thrown out of the account, the respondent would have been creditor, not debtor, of the appellants. The witness also stated that after the sale of the 200 shares of Atchison stock, the respondent, upon being told on the same day that the appellants had sold it, expressed no disapproval, but on the contrary said, "I will pay you the balance." It is also proved by the same witness that since the last account was rendered to him on the 12th September, 1895, the respondent a good many times acknowleged his indebtedness to the appellants and promised to pay it, that on the last occasion of his oing so, he came to the appellants' office, and wanted them to accept a settlement of a thousand dollars every three months; and generally the witness stated that the respondent never complained that his instructions had not been followed, but that he was always satisfied. In conclusion, Mr. R. Forget swore that after having taken communication of the exhibit "1," he persisted in saying that the account was correct, and there was due by the respondent $7,491.88, the balance there shown.

The evidence of the appellants' bookkeeper confirmed that already stated, so far as it related to the delivery to the respondent of the bought and sold notes and of the general statement of accounts.

The appellants also called the brokers in Montreal from whom they had purchased the Canadian shares included in the account, and who proved the correctness of these transactions, and also a member of the firm of Lounsbery & Co., of New York, the broker through whom they had purchased the American shares included in the statement, on account of the responent. The witness in particular proved the purchase of the Atchison shares in September, 1891, and verified an extract from the books of his firm, which was put in as evidence by consent.

Mr. Justice Pelletier, before whom the case was heard, in first instance, gave judgment for the appellants, holding that the transactions between the parties were operations of commerce, that there was a sufficient commencement of proof in writing, and that therefore the oral evidence verifying the details of the account and proving the admissions of the