

ANSWER.—We presume the statement that the firm is registered in the old name is an error ; there being no firm, but simply one person carrying on business, no registration is necessary. As to the main point, the marriage of Miss Smith does not rescind the power of attorney, and if she chooses to carry on business in her maiden name, she is quite free to do so. The liability is her liability, and the only question involved is one of identification.

QUESTION 7.—Is there any law relating to part payment of a bill (by promissor or acceptor or his agent) held by a collection agent? A case came to my notice where a part payment was left with a bank to apply on a bill payable there, but held by another bank. The bill was duly presented, and the part payment left by the acceptor was offered to the collecting bank and refused by them. The bill was protested and returned for non-payment, and the money intended as a part payment returned to the acceptor. What I would like to know is if the bank did right, according to the law, in refusing to accept a part payment. Is any liability or risk incurred in accepting a part payment, endorsing it on the bill, protesting (if necessary), and returning the bill along with the remittance? This latter is the course I should think to be the best business, but I have been unable to find a law covering the point.

Will you kindly tell me the publishers of the following, and could you suggest other books that would be of practical use in the banking profession: *Notes on Canadian Banking*, Hague; *Gilbart on Banking*; *Byles on Bills*; *The Country Banker*.

ANSWER.—There is no direct statute that we know of relating to partial payment of a bill. It is established, however, that the holder may accept partial payment without in any way affecting his claim on the drawer or endorser for the balance, provided he does nothing otherwise that would release him, but he is quite free to refuse to accept anything but payment of the whole amount of the bill, and this appears to be the English practice. We think, however, that the plan suggested is quite permissible, namely, to take the money tendered, if offered strictly as a partial payment, and then protest the bill so as to retain recourse against the other parties to it—indeed under some circumstances any other course might be prejudicial to the interests of the owner of the collection.

With regard to the last clause of the enquiry, *Notes on Canadian Banking* is an annotated edition of *Bullion on Banking*; the latter work is fully covered by *The Country Banker*, which is by the same author (Rae). We recommend *The Country Banker* as probably the best book of its kind yet