

DIVISION COURT—COUNTY OF FRONTENAC.

Madden, Co. J.]

[March 18.]

KNOWLES v. BANK OF MONTREAL.

Cheque—Stopping payment—Notice to bank.

Action to recover \$60 damages for wrongfully paying plaintiff's cheque for \$50 after notice of countermand. Shortly before the presentation of the cheque at a branch of the bank, the plaintiff went to one of the ledger-keepers with the intention of countermanding payment of the cheque. He was told that the cheque had not been presented to him to be cashed, whereupon the plaintiff said, "I want to stop the cheque," to which the ledger-keeper replied, "All right." The latter communicated that request to the paying teller in his department. There was some conflict of evidence as to details which, however, is immaterial for the decision.

Held, 1. The countermand was insufficient inasmuch as it was not given to the manager or acting manager of the branch; notice to the ledger-keeper not being sufficient.

2. A notice countermanding payment of a cheque to be effective, must be a written notice. A verbal notice is insufficient, inasmuch as the revocation, or cancellation of the authority to the bank to part with its money must be evidenced in the same way as the authority itself.

Reference was made to *Cohen v. Hale & Midland R. Co.*, 3 Q.B.D. 1878, p. 373, and *Courtice v. London City & Midland Bank*, K.B.D. 1907, Weekly Notes, p. 146.

Province of Manitoba.

COURT OF APPEAL.

Full Court.]

PONTON v. CITY OF WINNIPEG.

[Feb. 29.]

Municipality—Contracts of municipality requiring by-laws—Estoppel by conduct—Winnipeg charters—Meaning of "sufficient evidence" in statute.

Appeal from judgment of MATHERS, J., noted ante, p. 80, dismissed. Since appealed to the Supreme Court of Canada.

Galt and Minty, for plaintiff. *I. Campbell*, K.C., and *Hunt*, for defendants.