

the provisions of C. S. U. C. c. 73. 2. Because the accord and satisfaction attempted to be set up being, as to two-thirds of the amount, in respect of a sum due to the wife in her representative character, was not pleaded as having been made with her husband. 3. Because what was pleaded was the agreement to accept a deed in satisfaction, but the acceptance in satisfaction was not only not pleaded, but was shown by the plea not to have taken place. *Balsam v. Robinson*, 19 C. P. 263.

Confusion of Dates.—Plea of satisfaction held bad, on special demurrer, for inconsistency of dates. *Phelan v. Fraser*, 11 U. C. R. 94.

Covenant.—Accord with satisfaction:—Held, to be a good plea in covenant. *Bayard v. Partridge*, Tay. 558.

Damages.—Case, for injury to plaintiff's reversionary interest in land leased by him to defendant. Plea, that it was agreed between them that if defendant would agree to pay him £62 15s. for the use of certain premises of his for one year, the plaintiff would accept such agreement in full satisfaction of the grievances complained of; that in pursuance of such agreement defendant agreed to pay, and plaintiff then accepted the said agreement in such satisfaction as aforesaid:—Held, a good plea of accord and satisfaction. *Clark v. Ring*, 13 U. C. R. 185.

Deed—Breach.—Accord and satisfaction cannot be pleaded to a deed before breach. *Robinson v. Flanagan*, 22 U. C. R. 417.

New Firm.—Declaration against R. & H. for goods sold. Plea by defendant H., on equitable grounds, in substance, that he and R. purchased the goods while in partnership; that afterwards he retired, W. taking his place, and R. & W. assuming the debts of the old firm, including this claim; and that the plaintiff, being aware of this arrangement, took the note of the new firm R. & W., for his debt:—Held, a good plea. *Watts v. Robinson*, 32 U. C. R. 362.

The third plea alleged that the plaintiff had notice of the arrangement, as in the former plea; and that in consideration that W. would assume the liability of H. for this debt, the plaintiff accepted R. & W. in place of defendants, and took their note, and relinquished his claim against H.:—Held, good. *Ib.*

The fourth plea averred satisfaction of the plaintiff's claim by the delivery and acceptance of the note of R. & W.:—Held, clearly good. *Ib.*

New Note Substituted.—Declaration by administratrix of A. on a note for \$140, made by defendant, payable to A., or bearer. Plea, that at the making of the note, defendant owed A. \$150, and said note was by mistake made for \$140; that to correct the error, defendant immediately made a second note for \$150 at A.'s request, who received it in full satisfaction of the note sued on, which was inadvertently left with A., and after his death came into the plaintiff's hands; that the plaintiff also got the note for \$150, which she transferred to one F., who sued defendant on it, in the Division Court, which is still pending:—Held, on demurrer, a good plea, notwithstanding that the \$150 note was not

averred to be negotiable. *McHenry v. Crysdale*, 25 U. C. R. 460.

Note after Breach.—Action on a policy of insurance, alleging a total loss by fire, and that defendants had by resolution admitted the claim at £500, and promised to pay it. Plea, that after the accruing of the cause of action declared upon, it was agreed between defendants and the plaintiff, that the plaintiff should draw upon one C., requiring him to pay to the plaintiff's order £500 at the Bank of Upper Canada, at Niagara, and that the plaintiff would accept and receive C.'s acceptance of said bill in full satisfaction and discharge of the said cause of action; that the plaintiff accordingly drew and C. accepted such bill; and the plaintiff then received the same from defendants in full satisfaction of said cause of action, and afterwards indorsed the same to the said bank, who then held the same. The plaintiff replied that neither defendants nor C. paid the bill, and that the bank before this suit delivered the same to the plaintiff, who still held it:—Held, on demurrer, plea good, for it alleged a simple contract given in satisfaction, not of an undertaking under seal before breach, but of the "cause of action," or damages accrued after, which did not arise from the deed only, but from the fire and compliance with the conditions of the policy:—Held, also, replication clearly bad. *Brown v. Erie and Ontario Insurance Co.*, 21 U. C. R. 425.

Note Taken.—Assumpsit on a note for £75. Plea, as to £50, another note taken on account, indorsed by plaintiffs and outstanding. Replication held bad in form, on special demurrer. *Thompson v. Wilson*, 1 C. P. 57.

Note Taken.—To an action for goods sold and delivered, defendant pleaded in effect, that upon an accounting \$80 and no more was found due on such accounts; and it was then agreed that defendant should, and he did deliver to plaintiff, who then accepted and received from defendant a certain note for \$80, in full satisfaction and discharge of the several causes of action, and of all the plaintiff's costs of suit:—Held, a good plea in accord and satisfaction. *Freeman v. McCarthy*, 19 C. P. 229.

Offer Not Accepted.—Declaration by P.'s administrator on a note made by defendant, payable to P. Defendant pleaded, by way of accord and satisfaction, a certain proposition made to the plaintiff and D., as curators of P.'s estate in Montreal, which was, in effect, that one R. would indorse defendant's notes for 17s. 6d. in the £, payable at certain dates, on getting a full discharge; and the defendant averred that the plaintiff and D. as such creditors "agreed to and accepted the terms of the said proposition," and defendant made and R. indorsed his notes accordingly, and delivered the same to the agent of the said curators in full satisfaction and discharge, and as a composition of the causes of action sued for:—Held, plea bad, for not averring either that the notes or the agreement were accepted in satisfaction or discharge. *Macfarlane v. Ryan*, 24 U. C. R. 474.

Part Payment.—Covenant for non-payment of £300 by instalments. Pleas, as to £50 parcel, &c., payment and acceptance of £50 in full satisfaction thereof:—Held, good. *Fralick v. Huffman*, 5 U. C. R. 562.