

**ACCEPTANCE.**

See **BILLS OF EXCHANGE—CONTRACT—SALE OF GOODS—VENDOR AND PURCHASER—WORK AND LABOUR.**

**ACCESSORY.**

See **CRIMINAL LAW.**

**ACCIDENT.**

See **MASTER AND SERVANT—NEGLIGENCE—RAILWAY.**

**ACCIDENT INSURANCE.**

See **INSURANCE.**

**ACCOMPLICE.**

See **CRIMINAL LAW.**

**ACCORD AND SATISFACTION.**

**Acknowledgment — Trial — Counterclaim—Tender.**]—A plea of compensation, setting forth a contra-account, followed by an allegation of acknowledgment and promise to pay by the plaintiff, will not be rejected on a reply in law. 2. The Judge presiding at the trial has, however, power to order that the settlement of account and acknowledgment by the plaintiff, alleged by the defendant, be proved by him before he is allowed to prove his counterclaim. 3. The validity of a tender, especially in commercial matters, may be a question of fact, and allegations relating to a tender will not be rejected on answer in law, although the tender may appear not to have been made in the manner prescribed by law for legal tenders. *Laurentide Pulp Co. v. Curtis*, 4 Que. P. R. 109.

**Agreement to accept land in payment of debt — Solicitor's authority — Agent's authority.**]—One C., a commercial traveller in plaintiff's employ, called on defendant and pressed for payment of an overdue promissory note. Defendant offered to give a parcel of land in payment, and C, in company with defendant inspected the land. C wrote plaintiffs submitting the proposition and giving a specific description of certain land. Plaintiffs wrote a solicitor instructing him to prepare a conveyance therefor. The solicitor, finding that there had been a misdescription in the letter to plaintiffs, accepted a conveyance of the land actually shown by defendant to C.—Sup. Ct. of B. C. held (9 B. C. R. 257), in an action on the note, that plaintiffs were bound as by an accord and satisfaction and could not recover.—Sup. Ct. of Can. affirmed above judgment.

holding that the plaintiffs were bound to accept the lot which had been offered to and inspected by their agent in satisfaction of the debt, and could not recover on the promissory note. *Pither v. Manley* (1903), 23 C. L. T. 64, 32 S. C. R. 651.

**Contract—Substituted agreement—Consideration.**]—Defendant being indebted to plaintiff, the latter agreed to take in lieu of cash to which he was then entitled, the defendant's written promise to deliver a headstone for \$20, which was delivered, and the total claim of plaintiff was thereby reduced to \$19.86, the sum sued for. Plaintiff also agreed to accept for this balance another \$20 headstone, to be delivered when plaintiff required it. In addition, defendant agreed, if plaintiff required it, to supply a stone of greater value than \$20, plaintiff agreeing to pay the excess:—Held, that the transaction constituted a new and substituted agreement, binding on both, and supported by a sufficient consideration, and constituted a complete accord and satisfaction of original cause of action. *Morton v. Judge*, 40 N. S. R. 457.

**Keeping a cheque marked in full** is not conclusive evidence of accord and satisfaction, and it may be shewn that the cheque was not accepted in full. *Day v. McLea*, 22 Q. B. D. 610, followed. In order to establish accord and satisfaction of a debt by payment of less than the amount due, it must be shewn that such payment was made in pursuance of an agreement for that purpose, or that it was so accepted by the creditor. *McPherson v. Copeland* (1909), 1 Sask. L. R. 519, 9 W. L. R. 623.

**Saisie-arret in hands of purchaser.**]—A defendant is entitled to plead any payment made before the transfer of his debt and which would tend to diminish his original indebtedness in respect of the plaintiff. The delay given to the purchaser to pay the balance of the price of sale does not run, if this amount is seized by a third party and that the seizure is still pending. If sued he is entitled to plead these special facts. *Tammara v. Red Cross Macaroni Co.*, 11 Que. P. R. 71.

**ACCOUNT.**

**Action en reddition de compte — Advocate — Mandate — Professional services—Pleading.**]—When a declaration does not shew that money paid or remitted to defendant was money intrusted to him by plaintiff to be used in business or invested or used in execution of a commission as agent, but that it was paid voluntarily for professional services, there is no ground for an action *en reddition de compte*. — The allegation of a promise of defendant to furnish a statement of account for professional services, for which sums of money were paid, cannot serve as basis of an action *en reddition de compte*, unless it is coupled with an allegation of administration of property. *Lafond v. Beaulne* (1906), 7 Que. P. R. 458.