

the maturity of the note the bank was entitled to set off the debt on the note against the deposit and rank for the balance.

William Wyld and Glyn Osler, for plaintiffs. *Belcourt*, Q.C., and *J. A. Ritchie*, for defendant.

Province of Manitoba.

QUEEN'S BENCH.

Full Court].

PARENT v. BOURBONNIERE.

[July 12.

Vendor and purchaser—Sale of land—Rescission of agreement by sale to third party.

The plaintiff's claim was for payment of an instalment of the purchase money overdue on an agreement of sale of a hotel property to defendant which provided that, upon default in payment, the plaintiff might put an end to the contract by notice in writing.

After the due date of the instalment defendant notified plaintiff that she would not carry out her contract and, about twenty days later, the plaintiff, without giving defendant any notice, entered into a binding agreement of sale of the property to a third party. He then brought this action.

Held, that the plaintiff had practically rescinded the contract of sale to defendant and could not thereafter sue upon it. Appeal from the Judge of the County Court of Emerson allowed with costs.

Forrester, for plaintiff. *Ewart*, for defendant.

Obituary.

LORD RUSSELL OF KILLOWEN.

Lord Russell of Killowen, Lord Chief Justice of England, whose death has created a profound feeling of grief throughout the whole country, died suddenly on the 10th inst., at his residence in Cromwell Houses, South Kensington.

Charles Russell was born in November, 1832, at Newry, and spent his early boyhood at Killowen, a little hamlet between the Killowen Mountains and the shores of Carlingford Bay. His father was Mr. Arthur Russell, of Seafield House, Killowen, who, though a devout Roman Catholic, was held in high esteem by the Protestant Ulstermen