dant under a plea denying his endorsement.—*Austin* v. *Thomas Farmer*, *Robert Bond*, *& James Farmer*, 29 U. C. Q. B. 10.

ADMINISTRATION SUIT—LEGACY TO EXECUTORS.—Where the judgment on an appeal from the Master's report enunciates a principle which is applicable to other parties and other points, the Master should so apply it in the further prosecution of the reference.

Three parties made purchases before suit, and two of them only being charged by the Master with compound interest in respect of their respective purchase money, they appealed unsuccessfully against the charge, and they afterwards appealed against the charge of simple interest only to the third party.

Held, that such appeal was regular.

Where the estate to be administered was large, requiring great care, judgment and circumspection in its management for a number of years, the Court sustained an allowance of $1,500 to the principal executor and trustee, and $1,500 to the others jointly.

Where a legacy is given to executors as a compensation for their trouble, they are at liberty to claim a further sum under the statute, if the legacy is not a sufficient compensation.—*Denison* v. *Denison*, 17 Chan. Rep. 306.

ONTARIO REPORTS.

QUEEN'S BENCH.

(*Reported by* C. ROBINSON, ESQ., Q.C., *Reporter to the Court.*)

GRAY V. WORDEN.

Promissory Note—Form of.

"Due J. G., or bearer, $482 *in Canada Bills*, payable fourteen days after date," &c. *Held*, not a promissory note, for such bills (issued under 29-30 Vic. ch. 10) though currency, are not specie or money.

[29 U. C. Q. B. 535.]

Declaration on a promissory note made by defendant, dated 3rd May, 1869, for $482 of lawful money of Canada, payable to the plaintiff fourteen days after date.

Second count, on an account stated.

Pleas—To first count, denial of making the note. To second count, never indebted. Issue.

The cause was tried at the last Fall Assizes held at Cobourg, before Morrison, J.

The document put in in support of the first count was as follows:

"Lewiston, May, 1869.

"Due James Gray, or bearer, four hundred and eighty-two dollars in Canada bills, payable in fourteen days after date, at the Express Office at Port Hope, with interest.

"GEO. W. WORDEN."

The handwriting of defendant was proved.

The plaintiff's counsel moved to amend the first count by adding the words after $482, "in Canada bills, meaning thereby," which was allowed.

It was objected by defendant's counsel that the instrument produced was not a promissory note, and that the plaintiff should be nonsuited. A verdict was thereupon entered for the plaintiff on both counts for $495, with leave to defendant to move to enter a verdict for defendant on the first count, if the Court should be of opinion the instrument was not a promissory note as declared on.

In Michaelmas Term last, *Huson Murray* obtained a rule calling on the plaintiff to shew cause why a non-suit should not be entered on the first count, on the leave reserved.

Armour, Q C., shewed cause. There is a promise to pay contained in the note: *Waithman* v. *Elsee*, 1 C & K 85; *Kimball* v. *Huntington*, 10 Wend. 675; *Pepoon* v. *Stagg*, 1 Nott and McCord, South Carolina Reports, 102 The payment being "in Canada bills," means "Canada notes," and the 29–30 Vic ch. 10, authorizes such notes to be issued, which constitute a legal tender: *McCormick* v. *Trotter*, 10 Serge & Rawle 94; *Judah* v. *Harris*, 19 Johns. 144; *Keith* v. *Johns*, 9 Johns. 120; *Story* on Promissory Notes, 3rd ed., 22; *Miller* v. *Race*, 1 Smith's L.C., 6th ed., 468.

Murray supported the rule. The words "to be paid" are equivalent to a promise to pay, but the word "payable," as here, is very different: *Byles* on Bills, 6th ed., 10. Payable "in Canada bills" is not a payment in money generally, and these words do not mean Canada legal tender notes, but bills which are current in Canada: *Byles* on Bills, 10; *Ex parte Imeson, In re Seaton*, 2 Rose, 225.

WILSON, J.—A promissory note is an absolute promise in writing, signed by the maker, to pay a certain sum of money at a certain time, or on demand, or at sight, to another, or to his order, or to bearer.

An instrument "To pay on demand to W.W." is a promissory note, not an agreement: *Walker* v. *Roberts*, 1 Car. and Mar. 590.

"I have received the sum of £200, which I borrowed of you, and I have to be accountable for the said sum with interest:" *Held*, an agreement and not a note, because it might mean that the party was to be accountable by way of set-off or otherwise: *Horne* v. *Redfearn*, 4 Bing. N. C. 430.

In *Ellison* v. *Collingridge*, 9 C. B 570, and *Allen* v. *The Sea Fire and Life Assurance Co.*, 9 C. B. 574, documents, so many days after date, signed by the managing director of a company addressed to the cashier, saying "Credit Messrs. P. & Co., or order, with the sum of £500 in cash," were held to be promissory notes. The words "credit in cash" were held to mean to pay in money.

The words, "I, J. D., have this day borrowed of J. C. £300, at £4 per hundred, payable yearly," were held not to be a promissory note: *Cory* v. *Davis*, 14 C. B. N. S. 370. Because the instrument was only an acknowledgment of £300, with a promise to pay the interest: *Melanotte* v. *Teasdale*, 13 M. & W. 216.

The words in this instrument, "Due James Gray, or bearer," are merely an acknowledg-