course of law and justice, and for conspiracy to do such acts, and upon a case stated by Kennedy, J., the Court for Crown cases reserved (Lord Alverstone, C.J., Wills, Grantham, Kennedy and Ridley, JJ.), held that the publication of the articles in question was an act calculated to prevent the course of justice, and that the editor and reporter might be properly convicted of conspiracy, as without their co-operation the articles objected to would not have appeared. This vindication of the rights of persons accused of crime to fair play is all the more noteworthy, as it is made in a case where the accused were actually found guilty of the crimes charged against them. It is to be feared that in other countries where there is not so scrupulous a regard to keeping pure the fountain of justice, the fact that the accused had been found guilty would be regarded as a sufficient reason for not pursuing those who had violated the law, as the editor and reporter had done in this case.

PAYMENT BY CHEQUE.

In a recent number of the English *Law Times*, vol. 112, p. 49, Mr. G. Pitt-Lewis, K.C., has an interesting discussion of the English law in reference to the legal effect of cheques given in settlement of accounts—in which he summarises the present state of the English law on the point as follows: "Payment in cash of a smaller sum can never be, legally, a valid discharge of a larger amount; but such a payment if made by cheque can be; whether it is, or is not, is in each a case a pure question of fact for a jury, who, however, must find in favour of the defendant if the plaintiff has acted in such a way as to create a belief that the cheque is accepted in settlement, and to induce the sender to act in this view." It may therefore be well to recall the fact, that after the decision of the House of Lords in *Foakes* v. *Beer* (1884), 9 App. Cas. 605, refusing to disturb the rule laid down in *Cumber* v *Wane*, 1 Sm. L. C. 324, the Ontario Legislature not having any superstitious reverence for rules of law whose sole merit is their antiquity, came to the conclusion that the rule established in *Cumber* v. *Wane*, that the payment of a smaller sum in cash can never be a discharge of a larger amount admitted to be due, was one that ought not to be retained, and unceremoniously abolished it altogether, and enacted that "Part performance of an obligation, either before or after breach thereof,