" at Montreal, stating full name, occupation " and address of the insured, with full par- " ticulars of the accident and injury ; and " failure to give such immediate written " notice shall invalidate all claims under " this policy."

The local agent of the company at Simcoe, Ont., after receiving written notice of the accident before death, was verbally informed of the death four days after it took place, and thereupon stated that he would require no further notice and that he had advised the company. Further interviews and correspondence took place during the following days between the local agent and the claimants with respect to the papers required, but formal notice was not sent to the head office until sixteen days after death. The manager of the company acknowledged receipt of proofs of death, without complaining of want of notice, and ultimately declined to pay the claim on the ground that the death was caused by disease, and that therefore the company could not recognize their liability.

Held :—2. That the company had received sufficient notice of death to satisfy the requirements of the policy, and that, in any event, they had expressly waived any objections which they might have urged in this regard, by declining to pay the claim on other grounds.—*Young* v. *Accident Insurance Co. of N.A.*, Tellier, J., Sept. 13, 1889.

Cheque payable to bearer—Endorsement "for deposit"—Negociability—Payment by one bank of cheque drawn on another bank—Good faith.

The liquidators of the Exchange Bank handed to *V.*, their accountant and confidential clerk, a cheque drawn by one of their debtors on The People's Bank payable to "Archibald Campbell, Frederick B. Matthews and Isaac H. Stearns, liquidators, or bearer," and endorsed by the three liquidators "For deposit to credit of the liquidators Exchange Bank of Canada." The Quebec Bank at that time received deposits from the liquidators in a regular deposit account, and also assisted them in the redemption of the circulation of the insolvent bank by purchasing the bills of the latter, which were afterwards redeemed by the liquidators.

V., instead of making the deposit as instructed, presented the cheque to the paying teller of the Quebec Bank, who had shortly before requested *V.* to redeem some of their circulation, and received the amount in Exchange Bank bills, which he appropriated to his own use. The teller of the Quebec Bank did not notice the restrictive endorsement and paid the cheque in good faith to *V.*

Held:—1. That a cheque payable to a certain person or bearer is equivalent to a cheque payable simply to bearer.

2. That the negociability of such a cheque cannot be restricted by endorsement, and the bearer thereof has a sufficient title to demand and receive payment thereof.

3. That even if the payment by one bank of a cheque drawn on another bank may at first sight seem irregular, still, under the circumstances of this case, as the cheque had been paid in good faith, in ignorance of the endorsement, to the trusted employee of the liquidators of the plaintiff bank, and for the purpose of redeeming its circulation, the payment made to *V.* discharged the defendant bank.—*Exchange Bank* v. *Quebec Bank*, Jetté, J., Feb. 12, 1890.

COUR DE MAGISTRAT.

MONTRÉAL, 21 juin 1889.

Coram CHAMPAGNE, J. C. M.

VOGEL v. PELLETIER.

Bail—Minorité—Résiliation—Loyers non échus.

JUGÉ :—1o. *Qu'un mineur qui loue une boutique pour y pratiquer son métier de barbier, est réputé majeur, et peut être poursuivi en recouvrement du loyer en vertu de ce bail.*

2. *Qu'un locateur ne peut demander en même temps la résiliation du bail et les loyers à venir.* (1)

PER CURIAM :—Le demandeur a loué au défendeur une boutique de barbier au prix

(1) La jurisprudence sous l'article du Code Civil accorde les loyers à venir, même en cas de résiliation de bail, mais sous forme de dommages dont il faut faire la preuve. La mesure des dommages, dans ce cas, est le montant du loyer stipulé au bail résilié. Dans l'espèce, l'on demandait, non des dommages prouvés, mais du loyer sans autre preuve que le bail.