for another bill endorsed to the banker, is equivalent to a discounting of the bill, and though the banker's bill be dishonored the property of the bill will be passed to the assignee (Walker, on Banking Law, page 140). In the case of *Hornblower & Proud*, 2 B. & Ald., page 327, Abbott, C. J., said:—"I am of opinion that in this case the non-suit was right. The case on the facts admitted, appears to be that Gibbons & Co., on the 2nd of March, exchanged a bill on Esdaile & Co. for the three bills in question, and I think that the property in the latter actually passed to them *by this exchange of securities.*" Bailey, Holroyd and Best, JJ., emphatically expressed the opinion that the property was absolutely exchanged by the exchange of securities. The case was one of considerable hardship, for Esdaile & Co. actually got the three bills of plaintiff which were paid, and they refused even to accept the bill Gibbons & Co. drew on them and had given in exchange.

On the third ruling I agree with the learned Judge. As matter of law an over-draft is not "current."

I also agree with him on the fourth ruling. I think the jury may infer the unlawful intent "from all the circumstances of the case proved to their satisfaction," and that mis-classification is a fact from which such wilful intent may be inferred. This is substantially the opinion of the whole Court.

In conclusion, his Honor said it now came to be a question what should be done—what order could the Court give in the matter? The statutory changes in the law since Confederation had led to a good deal of embarrassment, and it was difficult to say what should be done. In the case of Bain, the Court quashed the verdict and ordered a new trial. But in this case there was no application for a new trial. There was no reserved question for a new trial, and the Court was not sure that under the circumstances it could give an order that a new trial should take place. Therefore, the judgment would simply go to quash the verdict, leaving the parties to any remedy they may think proper to adopt.

Sir A. A. Dorion, C. J., on the merits, said the questions which had been submitted to this Court were not free from difficulty; but he believed the decision of the Court—that the questions as to the classification of the loans, and of the demand notes, should have been left to the jury to decide—was correct. As to the order to be given, it was a rule that the Court sitting *in banco* on a reserved case, can only take cognizance of the questions reserved at the trial. The question of a new trial did not come up here. In the Bain case, the Court said that a new trial should be ordered, because it had been applied for at the trial by the defendant.

Tessier and Cross, JJ., concurred. The latter remarked that the matter came up on an indictment, and this indictment did not contain an averment of what the statement impugned was, but merely averred that in a certain statement there were certain material facts not true. In a case which turned on classification as this did, the defendant was placed at a disadvantage; because if it were averred that other deposits payable on demand amounted to so much, the defendant would be warned of what he had to meet. In the present case it was not disputed that all the assets of the bank were in the statement, and all the liabilities were also there. The different classification of liabilities suggested at the trial would not make any difference as to the total. It was only a question of classification, and being such, it came up for investigation as a matter of fact how far the classification was true. It was very doubtful, under the schedule, whether a classification that went considerably astray could be made a subject of indictment when the statement itself, as to the totals of liabilities and assets, was true. The classification made little difference, because the real grievance (one not brought out at the trial) was that it was not disclosed that the bank was in such a state of embarrassment that it was necessary to borrow money; that they were not telling the public or the Government what had been done. Now, was the bank bound to tell the Government? It seemed to him to be doubtful whether it was the intention to have a schedule framed that would tell that the Bank was borrowing money. Therefore the prosecution missed in spirit the real grievance. He looked upon loans and deposits as convertible terms, and he thought the loans in question were put under the proper head as deposits. It would not have made any difference as to the spirit of