of the law placing all these negotiable instruments on the same footing would be reasonable, for in the case of contracts, for instance, a penalty is considered sufficient to enforce the requirements of the law.

It will be seen that much might be done in the future to bring the law on bills of exchange more into line, and although, as we have said, a universal law, so far as this country is concerned, is, for the present, impossible, it would be for the advantage of the mercantile community if more uniformity were possible.—*Law Times.*

AMALGAMATION OF LAW AND EQUITY.

It is often said, with reference to the Judicature Acts and their effect, that they have failed to do what they were intended to do—to amalgamate the doctrines of law and equity. A typical example of such statements is that contained in a footnote on p. 10 of the introduction to Williams' Vendor and Purchaser, where the author says, speaking of *Scott* v. *Alvarez* (73 L.T. Rep. 43; (1895) 2 Ch. 603): "This case must have shattered the last ruins of the delusion that law and equity were fused by the Judicature Acts." No attempt appears yet to have been made to shew, by an ordered exposition of decisions given in the superior courts since the Judicature Acts came into operation, to what extent any fusion or amalgamation of law and equity has taken place, or to what extent the two great bodies of jurisprudence—common law and equity—still remain separate as before the Judicature Acts. That the "law" administered in the superior courts does now include elements of common law and equity more or less blended, instead of being merely fitted into one another like a mosaic, can hardly be denied. But it cannot be denied, on the other hand, that the admixture of law and equity is still rather in the nature of a mechanical mixture than a chemical combination. In fact, so long as any rule of law enforced by the courts can be definitely referred either to the common law system or to the equity system, it cannot be truly said