

would be of a bill endorsed to them, but in the hands of their clerk or attorney, and there was no other "holder."

It would seem superfluous for the bank or any other agent to endorse back to the plaintiffs a bill which was always theirs. If by a narrow and illiberal, but apparently literal construction of the statute the drawer was not the holder under the facts proved, it would be unwise to hold that the statute intended to take away the obvious right of action of the drawer in such a case for a breach of a contract made directly to himself, and wise to give it if possible a construction which would avoid such an abnormal and unjust result; which is effected by the consideration that such right of action is not expressly taken away, and is therefore protected by s. 8 of the amending Act of 1891. Section 59, 2a, strengthens inferentially, rather than weakens this argument. If, however, the bank's endorsement were technically necessary, surely the Court would allow it to be made at any stage of the cause.

Long ago, when the late Chief Justice Ritchie was on the bench of New Brunswick, in a suit before him on a note which the plaintiff had retired from the hands of an endorsee the point was taken that the plaintiff's endorsement was still on the note, shewing title out of him, and that he was not the legal holder. The judge promptly over-ruled the objection, and passed the note to the plaintiff's counsel, telling him to erase his client's name then and there if he saw fit.

Nova Scotia, November 14th, 1906.

RUSTICUS.

[We refer to the above letter of a valued correspondent in our editorial columns, see ante, p. 749.—Ed. C.L.J.]