the Union Bank so far as the original drawers are concerned, when it was handed over to the bank merely for collection. I think the drawers had a right to receive the bill from the bank as soon as it was dishonoured, and thereby became the lawful holders and entitled to take action against the acceptors."

One would have thought that the Dominion Parliament had settled the matter in the Bills of Exchange Act, when it enacted, in s. 2, sub-s. (*g*), that "the expression 'holder' means the payee or indorsee of a bill or note who is in possession of it, or the bearer thereof." Judge Longley gets around this definition of "holder" by saying it "seems to me to refer to a third party and not to apply to the original drawer who has simply made his draft payable to a bank for the purpose of collection." He admits that the drawer "certainly could not be regarded as a holder until a breach of the contract" (created by the acceptance). What difference could the acceptor's breach make in the drawer's status in relation to the bank and the bill?

Notwithstanding this decision and the fact that it is in print, it is still law, as laid down by Chalmers, art. 142, that, subject to the rules as to transmission by act of law, "when a bill is payable to a particular person or persons, or to his or their order, an action thereon must be brought in the name of such person or persons.

Yours,

BARRISTER.

[We refer to the above letter in our Editorial columns.— ED., C.L.J.]

We note a sturdy independence as well as a self-satisfied stupidity highly characteristic of a certain class of Englishmen in the following item taken from the *Daily Mail* of Sept. 10: "Five out of thirteen jurymen at an inquest at Southwark on Saturday were unable to sign their names, and one of them said he did not believe in such "new-fangled notions."