the action being transferred, it would, we think, be far better if the practice authorized a suitor to enter his case for trial at the assizes as a matter of course. In the same way if a suitor desires an action commenced in the Queen's Bench Division in which any equitable relief is sought, to be tried before a judge of the Chancery Division, we do not see why he should not be at liberty to enter his action for trial at the special sittings appointed for the trial of actions in the Chancery Division.

At present the suitor has fewer facilities for the trial of actions than he had before the Judicature Act. Formerly actions in the Queen's Bench, or Common Pleas, triable before a judge without a jury might be entered for trial, as of course, at the Chancery Sittings. Now the judges at assizes refuse to try Chancery Division cases, and the judges at Chancery Sittings refuse to try Queen's Bench and Common Pleas actions. What is wanted is more reciprocity in this respect. And if any one Division becomes overburdened, there ought to be some means of securing with greater facility than appears at present to exist, the assistance of the judges of other Divisions.

RECENT ENGLISH DECISIONS.

THE December numbers of the *Law Reports* comprise 9 App. Cas. pp. 757 to 976; 27 Ch. D. pp. 361 to 712; 13 Q.B.D. pp. 693 to 878; 9 P.D. pp. 217 to 256.

BUILDING SOCIETY—BORROWING POWERS—OVERDRAWING BANKERS' ACCOUNT.

In the first of these there are only two cases which requires special mention here. The first is *Brooks and Co.* v. *the Blackburn, etc., Building Society*, p. 857. Here the points decided to which it seems desirable to call attention were that overdrawing a bank account is borrowing, and a Building Society, which has by its charter no borrowing power, has no power to overdraw its banking account, and if its bankers, knowing the limited nature of the powers of the Society, permit it to overdraw its account, they cannot take the place of creditors of the Society in respect of such overdrafts. Lord Blackburn says, at p. 864: "The respondents, who are bankers, agreed to open an account with the trustees. In all banking accounts the bankers, so long as the balance of the account is in favour of the customer, are bound to pay cheques properly drawn, and are justified, without any inquiry as to the purpose for which these cheques were drawn, in paying them. But they are under no obligation to honour cheques which exceed the amount of the balance; or, in other words, to allow the customer to overdraw. Bankers generally do accommodate their customers by allowing such overdrafts to some extent. When they do so the legal effect is that they lend the surplus to the customers, and if the person drawing the cheque is authorized to borrow in this way on account of the customers, the bankers can charge the amount against those customers and their principals, and can make available any securities which, either from the general custom of bankers or from a special bargain, they have to secure their account. . . It was argued that overdrawing a bank account, or, as it was called, taking advantage of banking facilities, was not like other kinds of borrowing, and two decisions of Stuart, V.C., *in re Cefu Cilcen Mining Company*, 7 Eq. 88, and *Waterloo* v. *Sharp*, 8 Eq. 501, were cited as authorities for that. I am not sure that I quite understand how far the Vice-Chancellor meant to go, but if he did mean this in any sense that would affect the present case I cannot agree with him. . . If it could be shown that the course of business authorized by the rules was such as to give, as incidental to it, a power to borrow, it would be authorized, though not expressly authorized. I do not think