court felt itself bound to come to a different conclusion, owing to the case of *Hunter* v. *Nockolds*.

Here then the matter rests, as far as the state of the law on the point is concerned; but we would like to see some authoritative decision as to whether the decision of the Court of Appeal in England ought to be considered paramount to that of our Ontario Court of Appeal, or not. Looking at the language used in the case of *Trimble* v. *Hill*, L. R. 5 App. Cas. 342, one might almost conclude that it ought so to be considered. The appeal there was from a judgment of the Supreme Court of New South Wales, which court had refused to depart from a previous judgment of their own, construing a statute passed in the same terms as an Imperial Statute. The House of Lords held that the court below might well have yielded to the high authority of the Court of Appeal in England, by a judgment of which court all the courts in England are bound until a contrary determination has been arrived at by the House of Lords; and their lordships thought that in Colonies where a like enactment has been passed by the Legislature the Colonial Courts should also govern themselves by it.

From this it would appear that, where our statute is identical with the Imperial statute (except that *ten* years is substituted for *twelve*), if a like case to *Allan* v. *McTavish* were again to come before the Court of Appeal here, that court should be governed by *Sutton* v. *Sutton*, and not adhere to their previous decisions in *Allan* v. *McTavish* and *Boice* v. *O'Loane*.

RECENT ENGLISH DECISIONS.

The *Law Reports* for December comprise 17 Q. B. D. pp. 689-821; 11 P. D. pp. 125-186; 33 Chy. D. pp. 223-651; and 11 App. Cas. pp. 415-664.

TROVER—POST OFFICE ORDER CASHED THROUGH BANKERS.

Not many of the cases in the Queen's Bench Division are of much interest in this Province. *The Fine Art Society* v. *The Union Bank*, 17 Q. B. D. 705, is the first to claim attention. In this case the Court of Appeal determined that, where a post office order had been fraudulently deposited with a bank by a person not entitled thereto, the money for which was received by the bank, and placed to the credit of the person by whom the post office order had been deposited, the bank were liable to the rightful payee of the post office order for the money so obtained. The post office regulations provided that where a post office order is presented for payment by a banker, it should be payable without the signature by the payee of the receipt contained in the order, provided the name of the banker presenting the order is printed or stamped upon it; and it was held that this regulation did not give the post office order the character of a negotiable instrument transferable to bearer by delivery so as to bring the case within the doctrine of *Goodwin* v. *Robarts*, 1 App. Cas. 476.

NEW TRIAL—VERDICT AGAINST WEIGHT OF EVIDENCE.

In *Webster* v. *Friedeberg*, 17 Q. B. D. 736, the principle upon which the court should proceed in granting a new trial on the ground that the verdict is against the weight of evidence was again discussed, and is noteworthy for the fact that Lord Esher, M.R., makes a new and somewhat different proposal for the amendment of the rule laid down in *Solomon* v. *Bitton*, 8 Q. B. D. 176, from that suggested by Lord Halsbury in the late case of the *Metropolitan Ry. Co.* v. *Wright*, 11 App. Cas. 152 (noted *ante* p. 255). In *Solomon* v. *Bitton* it may be remembered that it is laid down by Jessel, M.R., that the question whether a new trial should be granted on the ground that the verdict is against the weight of evidence, depends upon whether the verdict is one which reasonable