of trade and the public convenience. In thus legalizing mercantile usage, the Courts have proceeded on the well-known principle of law that, with reference to transactions in the different departments of trade, it may be assumed that the parties have dealt with one another on the footing of some custom or usage, prevailing generally in the particular department. By this process, what before was usage only, unsanctioned by legal decision, has become engrafted upon, or incorporated into, the common law, and may thus be said to form part of it: *Per* Cockburn, C.J., in *Goodwin* v. *Robarts*, L. R. 10 Ex. 346. "When a general usage has been judicially ascertained and established," says Lord Campbell, "it becomes a part of the law-merchant, which the Courts of justice are bound to know and recognize, and justice could not be administered if evidence were required to be given *toties quoties* to support such usages:" *Brandao* v. *Barnett*, 12 C. & F. 805.

The universality of a usage voluntarily adopted between buyers and sellers, is conclusive proof of its being in accordance with public convenience. An illustration of the efficacy of usage is to be found in the modern English banking system. It is notorious that, with the exception of the Bank of England, the system of banking has undergone an entire change. Formerly the banker issued his own notes in return for the money of the customer deposited with him. Now the customer is given credit in account, and may draw upon the banker, by what is now called a cheque, payable to bearer or order. Upon this state of things the general course of dealing between bankers and their customers has ingrafted usages previously unknown; and these by the decisions of the Courts have become fixed law. Thus, while an ordinary drawee of a bill of exchange, although in possession of the funds of the drawer, is not bound to accept, unless by his own agreement or consent, the banker, if he has funds of the drawer, is bound to pay cash on presentation of a customer's cheque, payable on demand. Even the admission of funds is not sufficient to bind an ordinary drawee, while it is sufficient with a banker; and money deposited with a banker is not only money lent, but the banker is bound to repay it when called for by the cheque or draft of the customer. Besides this peculiar custom, other customs and usages have grown up between bankers and customers, and between bankers themselves, by which they become bound, and to which the Courts have given the sanction of law. Bills of lading may also be referred to as an instance of how general mercantile usage may give effect to a writing which, without it, would not have had that effect at common law. It is from mercantile usage, as proved in evidence, and ratified by judicial decision, that the right to pass the property in goods by the assignment of bills of lading is derived: *Lickbarrow* v. *Mason*, 2 East 70.

The history of the *Lex Mercatoria* also illustrates the controlling effect of mercantile usage in the assignment of bills and notes from one person to another. In the early days of the common law, great judges declared that the assignment or transfer of *choses in action* was unlawful, because they "would be the occasion of multiplying contentions and suits, and be great oppressions of the people," (10 Co. R. 48); and they interdicted such assignments as being infected