refused a motion to set aside a nonsuit (N.B.R. vol. 30, p. 429); the Court being equally divided.

On appeal to the Supreme Court of Canada, the judgment of the Court below was sustained and the appeal dismissed. Chief Justice Strong, then Mr. Justice Strong, is thus reported: "As the law now stands since the Dominion Bills of Exchange Act, 1890, it is clear that under sec. 56 the respondent would have been liable as indorser, but only as indorser. It has been frequently said as regards the English Act (Bills of Exchange Act, 1882), that it was not intended by it to enact new law, but merely to declare and codify the law as it stood when the Act was passed. Sec. 56 of the English Act is identical in words with the same section of our Act. This seems to be conclusive."

In *Robinson* v. *Mann*, Mr. Justice Sedgewick, who was present when judgment was delivered by the Chief Justice, failed to stand by his obiter dictum in *Robinson* v. *Davis*, 27 S.C.R. at p. 574, in which he said: "Under no circumstances can the payee of a promissory note or the drawer of a bill of exchange maintain an action against an indorser where the action is founded upon the instrument itself."

In *Jenkins* v. *Coomber*, L.R. (1898) 2 Q.B. 168, it was held that the principles enunciated in *Steele* v. *McKinlay* (1880) 5 Appeal Cases, 754, were not affected by the provisions of the Bills of Exchange Act, 1882. The bill sued on in *Jenkins* v. *Coomber* was irregular. The plaintiffs drew upon Arthur Coomber for fifty-seven pounds and the draft was accepted by him. It was indorsed by Alfred Coomber, the defendant, under an agreement to indorse for the purpose of guaranteeing payment.

The judgment of Wills, J., is explicit and deserves careful perusual. The following are its salient points: "I do not think that the Bills of Exchange Act, 1882, was intended to effect such an important alteration in the law as to override the decision of the House of Lords in *Steele* v. *McKinlay*, 5 App. Cas., 754. That decision seems to me to be in force at the present time. It is clear that, in the present case, when the defendant wrote his name upon the bill it was not complete and regular on the face of it. Nor, indeed, did it become so at any time. Sec. 56 of the Bills of Exchange Act, 1882, provides that a person who signs a bill otherwise than as drawer or acceptor incurs the liabilities of an indorser to a holder in due course. But by s. 29 a holder in due course is a holder who has taken a bill complete and regular on the face of