in the presentation of this case, and induced the learned Judge who presided at the trial to reserve four questions for the consideration of this Court. It may not be out of place for me to say here that the reserved case is so ample and clear that it has rendered our duty comparatively easy, and that it offers no reasonable ground for the defendant to complain of hardship.

Three of these questions are directed to enquire whether certain entries were misclassed, or not, and the last to enquire whether wilful intent can be gathered from the circumstances of the case without direct testimony. The first of these questions refers to certain loans by other banks which are represented in the return under item 8, as being "other deposits payable after notice, or on a fixed day." In the reserved case the learned Judge says :— "I ruled and directed the jury, as a matter of "law, that the fact of the Consolidated Bank "having in most instances granted deposit "receipts payable on time, did not alter the "character of the transactions, or make of these "amounts deposits of sums which were in "reality loans ; and I further ruled and directed "that these loans, notwithstanding these "deposit receipts, were not legally or justly "included, as they were, under the head No. 7 "of the Bank's liabilities, 'other deposits pay-"'able after notice or on a fixed day,' but should "have been represented under No. 8, 'amounts "'due to other Banks in Canada,' or under No. "11, 'other liabilities not included under the "'foregoing heads,' both the latter headings "being left in blank in the said statement and "return."

I fully concur with the learned Judge in this ruling, in so far that it decides that the nature of the receipt granted "did not alter the nature of the transactions." If the transaction was a loan, and not a deposit, assuming that these transactions are distinguishable, the mere name given to it is wholly immaterial. But I must dissent from the ruling, inasmuch as I think it is matter of fact, and not of law, under what heading these amounts should be placed. It was argued that the form is part of the Statute, and consequently that its interpretation becomes matter of law. This is an ingenious contention, but I am not aware that the technical words, or words used with a special meaning, are more within the knowledge of the Court when used in a Statute than when used in a deed, and no authority has been produced to support such a distinction. If we were to treat the entry as matter of law, I am inclined to think I should be induced to arrive at a different conclusion from that of the ruling, and to say that the entry was strictly correct, and that within the meaning of the form, all loans to banks are deposits. So Government loans are styled deposits, and through the eleven items of liabilities we don't find an allusion to any "loan" save deposits. It certainly could not have been placed under heading 8, using "due" in its legal signification.

To some extent the same objection existed as to the ruling set forth 2ndly in the reserved case, viz :—"I ruled and directed the jury, as "a matter of law, that these demand notes, not "having been discounted and current on the "31st January, 1879, should have been, in or-"der to comply with the law, placed under "No. 18, viz. : 'other assets not included in "the foregoing.'" I think it should have been left to the jury to decide whether these notes were discounted or not; and from the statement of fact in the case, it appears to me that these notes were discounted when passed to the credit of the owners, and when the owners had drawn the proceeds. One very good test is this—Who was the owner of the note, after the customer drew the proceeds? Was it the customer, or the Bank? If it was not discounted, it was clearly the property of the customer, and it is only on this supposition that the asset, which would then have been the personal indebtedness of the customer on an overdrawn account, could have appeared under heading 18, "other assets not included under the foregoing heads." There are many cases to be found of conflicting claims of the banker and his customer, but they all turn on bills remitted to the banker, and where there is some ambiguity as to the use to which the bill was to be applied, or the object for which it was placed in the banker's hands. I don't believe any case can be found in which it was ever doubted that the property of a bill sent in for discount and passed to the credit of the person paying it in, and the proceeds of which were drawn by him, did not pass to the banker. The taking of a banker's acceptance in exchange