

telleet, with which I would not argue: mere waste of wind between us to exchange words on that class of topics. It is not Thought, this which my reforming brother utters to me with such emphasis and eloquence; it is mere 'reflex and reverberation,' repetition of what he has always heard others imagining to think, and repeating as orthodox, indisputable, and the gospel of our salvation in the world. Does not all Nature groan everywhere, and live in bondage, till you give it a Parliament? Is one a man at all unless one have a suffrage to Parliament?" Carlyle does not think things are improving by all this reform, for he continues: "Well, perhaps the sooner such a mass of hypocrisies, universal mismanagements and brutal platitudes and infidelities ends,—if not in some improvement, then in death and finis,—may it not be the better? The sum of our sins increasing steadily day by day, will, at least, be less, the sooner the settlement is."

Correspondence.

BILL OF EXCHANGE—TRANSFER BY DELIVERY— HOLDER.

To the *Editor* of THE CANADA LAW JOURNAL.

Sir,—With deference I would say that many lawyers will dissent from your and your correspondent's criticism of Judge Longley's judgment in *The Nova Scotia Carriage Company v. Lockhart*.

By his acceptance the defendant promised the plaintiffs to pay to the Union Bank or order a sum of money and did not pay it. If this had been a contract in the ordinary form instead of a bill the plaintiff from whom the consideration moved would be the proper party to sue on it in case of breach, and his right would be facilitated rather than impaired by putting it into the shape of an accepted bill, so long as the bill was in his possession as owner. The bank was the nominal "holder" only, and only as the plaintiffs' agent, who were the real holders, as they