

able funds in the banker's hands. Both these cases are provided for by sec. 50 of the Bills of Exchange Act. Notice is dispensed with (5) when the drawer has countermanded payment, that is the first case; (4) when the drawer or acceptor is as between himself and the drawer under no obligation to accept or pay the bill, that is the second case.

But the holder would never be safe in not giving notice, since the burden of showing circumstances dispensing with it is always upon him, and he would know nothing about the grounds of dishonour except what he gathered from the banker's note on the cheque.

TIME—BREAK IN CHAIN OF NOTICES—BRANCHES OF BANK—NOTICE WRONGLY ADDRESSED—RECTIFICATION BY TELEGRAM

A technicality with reference to notice of dishonour recently divided the Court of Appeal, and raised some points worthy your consideration, especially as I cannot help thinking the learned Lord Justice Collins, who was in the minority, was nevertheless in the right.

It occurred in the case of *Fielding v. Corry and others*, decided on November 13th, 1897. The plaintiffs were holders of a bill. There were several defendants, and among them a Mrs. Edwards, who was an endorser. The bill was put into the hands of the *Cardiff* branch of the County of Gloucester Bank for collection, and forwarded by that branch to the London and Westminster Bank in London, who presented it on Saturday, November 10th, 1894.

The bill was dishonoured, and on Monday, November 12th, 1894, the London and Westminster sent by post a notice of dishonour, which by mistake they directed to the *Cirencester* branch of the County of Gloucester Bank.

On the following day, Tuesday, November 13th, they discovered their mistake, and telegraphed notice of dishonour to the Cardiff branch. There was no evidence as to the written notice of dishonour having reached the Cardiff branch, but on Wednesday, the 14th November, which was the day on which notice of dishonour should, in due course, have been given by the Cardiff branch, such notice was in fact given. The subsequent notices were given in time, and ultimately Mrs. Edwards