The Canida Law Journal.

VOL. XXVII.

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No. 18.

The weekly sittings of the First and Tenth Division Courts of the County of York authorized by 54 Vict., c. 15 (Ont.), have now been held three times in each court, and the innovation may, we think, be considered a success. Those having cases in these courts are realizing that time, tide, and His Honor, wait for no man. At a recent sitting, owing to the absence of litigants and their counsel, forty cases were called and disposed of within half an hour, and one hundred and twenty cases in one hundred minutes: a fruitful source of new trials, no doubt; but the effect has been salutary. The dates of the sittings of these Courts for next year, fixed for Tuesdays and Thursdays respectively, have already been tabulated by the energetic deputy clerk of the First Division Court, who, we understand, undertakes that the business of the court will be done with neatness and despatch. The dates as fixed will be given in a later issue.

In answering the question whether a bank can compel a person who presents a cheque payable to bearer or to the payee to indorse it, The Banking Law Fournal says:

"While the request is occasionally made by bankers to the holders of bearer cheques that they indorse before payment, and in the case of order cheques it is customary to require indorsement of the payee, there is legal authority for the proposition that the bank has no right in either case to require indorsement before payment, and a payee, or holder of a bearer cheque, cannot be compelled to indorse as a pre-requisite to receiving the money. As this is a question which frequently arises in banking practice, something more than this brief statement will be warranted. In the first number of this publication the question was asked if a cheque payable to bearer should be indorsed by the holder, and we then said:

"'A cheque payable to bearer does not require indorsement, of course, for the purpose of transfer. It passes by delivery. Nor is an indorsement by the holder necessary before its payment by the bank in order to entitle the latter to charge the payment to the drawer. It is customary, however, for the paying bank to request the party receiving payment to indorse, as his signature answers the purpose of a receipt, and shows to whom payment has been made. Whether a bank could lawfully refuse payment of such a cheque until the holder had indorsed it is a question which, probably, is not definitely settled. It is the law, although perhaps not universally known among the commercial class, that a creditor is under no legal obligation to give a receipt to his debtor for money