contrived and admirably executed, and calculated to throw the best business men off their guard. The chances of being defrauded by a forgery are slight. Yet bankers are in the habit of requiring identification, and, indeed, they must, at their peril, require the identification of those dealing with them. But when a person is identified by a responsible party, this requirement is fulfilled.

"Our conclusion is that the defendant became the *bona fide* owner of the forged draft, for value, in the ordinary and usual course of business. Let us next inquire whether it was the holder of this draft at the time it was paid by plaintiff, on December 26, 1885. If the principle of law we have announced above, that an indorsement of a draft, 'For collection,' does not transfer the ownership or proceeds thereof, be correct, this branch of the case will require but little discussion. This draft was indorsed by defendant, 'For collection,' and when the Metropolitan National Bank presented it to plaintiff for payment it presented it as the agent of defendant, and plaintiff was bound to know this by the very form of the indorsement itself. The plaintiff knew, when it paid the draft, that the proceeds were to go to defendant. Hence it cannot now say that it thought the defendant had negotiated the draft, parted with the title to it with the intent to give it currency as negotiable paper. Defendant's indorsement destroyed the negotiability of the draft. (Mechanics' Bank v. Valley Packing Co., supra.) The form of the defendant's indorsement distinguishes this case from a number of cases, of which Bank v. Bangs, 100 Mass. 444, is a type, where third persons take drafts and give them currency by indorsing them in blank. Defendant, by its indorsement in this case, warned plaintiff that it was not intended to transfer the ownership of the draft or its proceeds, and hence the defendant did not guarantee the genuineness of the signature of the drawer, but it did guarantee that the payee's signature was genuine; and it was genuine. It is true, the payee's real name was not Whitney, but the payee of the draft was in fact the person who went by the name of Whitney, and this person did in fact indorse the note—*i. e.*, this draft was not payable to one person and indorsed by another, but was payable to and indorsed by the same person. If, therefore, plaintiff paid the draft more readily, and with less investigation and inquiry, because a reputable bank presented it for payment, than it would have otherwise done, it will nevertheless have to bear the loss. The defendant owed plaintiff no duty. It simply presented for payment a draft purporting to be drawn by the Omaha bank, and it was the duty of plaintiff to know, before paying it, that it was in fact made by the party who appeared to be the drawer, and, having failed to perform this duty, it cannot be heard to complain.

"Here are two innocent parties, upon one of which this loss must fall. The argument that defendant's conduct in taking the draft was not induced or controlled or affected by plaintiff should have no influence in the determination of questions growing out of commercial transactions of the character involved in this controversy. The business of the world is transacted now almost wholly through banks and banking institutions, by cheques, drafts, and bills of exchange. This system could not last a day unless there be fixed and determinate rules by which business men can certainly know their liability or non-liability. It is true, if plaintiff had refused to pay this draft when presented, the loss would have fallen, and certainly fallen, on defendant, for Whitney was gone before the draft was paid in Chicago, though the defendant knew it not. But we cannot lay down rules to meet exceptional cases. Many cases may arise in which a remedy would exist against the wrong-doer if applied promptly. When the defendant sent this draft to Chicago, and it was paid, it had as much right to assume that its liability to loss had ceased as if it had indorsed it in blank, and it was not protested in the proper time for non-payment. Any other rule would put the commercial world at sea. We need not inquire now whether the rule we lay down be the best or not. We find it to exist, and that it has existed since 1762. It may, like all general rules, work occasional hardships, but considerations of convenience and public policy imperatively demand that it be not changed to do what the judge may deem equitable in a given case. The best interests of the commercial world require stability and fixedness in commercial law. We think it clear that plaintiff, upon the pleadings and evidence in this case, is not entitled to recover, and the judgment of the Circuit Court is accordingly affirmed, all the judges concurring."

DECISIONS IN COMMERCIAL LAW.

GREEN v. MINNES.—The defendants M. & B., merchants, placed in the hands of the defendant A., a collector of debts, an account against the plaintiff Sarah G., wife of the plaintiff, John G., for collection, well knowing the method of collection adopted by A., who, after a threatening letter to Sarah G., which did not evoke payment, caused to be posted up conspicuously in several parts of the city where the plaintiff lived a yellow poster, advertising a number of accounts for sale, among them being one against "Mrs. J. Green (the plaintiff) Princess street, dry goods bill, $59.35." The evidence showed that Sarah G. owed the defendants M. & B. $24 33 only.

Held that the publication was libellous and could only be justified by showing its truth; and as the defendants had failed to show that Sarah G. was indebted in the sum mentioned in the poster, they were liable for damages.

BLANCHFORD v. GREENE.—In an action for damages for libelling the plaintiffs in the way of their trade, the plaintiffs did not allege special damage, but alleged generally that their business and commercial reputation had suffered. Upon the examination of the plaintiffs for discovery they refused to answer as to what business they had lost by reason of the alleged libels.

Held that no evidence of special damage would be admissible at the trial, but that the plaintiffs would have the right to place figures before the jury to show a general diminution of profits since the publication of the alleged libels; and if the plaintiffs proposed to give this class of evidence at the trial, the defendants were entitled on the examination for discovery to know how such diminution was made out and the figures by which it was proposed to support it, but not to seek information as to the loss of any particular custom; but if the plaintiff did not propose to give such evidence the defendants were not entitled to the discovery.

CROTTY v. TAYLOR.—The plaintiffs' bill alleged that one Hanover having mortgaged certain lands to the plaintiffs to secure a large sum of money, the defendant Taylor, who was the manager of the defendant company, the Ontario Investment Association, purchased this mortgage for the company, with the company's moneys, but took the assignment thereof in his own name; that by the assignment the plaintiffs covenanted with Taylor that the mortgage would be paid at maturity; and that, although the covenant was with Taylor, it was given and taken for the benefit of the company; that default having been made in the payment of the mortgage, the company, in Taylor's name, recovered judgment against the plaintiffs on their covenant and issued execution, and that the same were in force against the plaintiffs, for the benefit of the company; that the company caused the lands to be offered for sale by auction under the power of sale in the mortgage and caused them to be knocked down to one Patton as a pretended purchaser; that Taylor deeded the lands to Patton under the power of sale; that Patton conveyed to Murray, and Murray to McFie; that McFie having died, the lands became vested in his executor Meredith; that the company having sold the lands to McBean procured Meredith to convey to him, and received the purchase money for their own use and benefit; and that Taylor had assigned the judgment against the plaintiffs to the company, who were endeavoring to enforce payment. The bill asked for a decree declaring that Taylor and the company had no right to enforce the judgment and that they be restrained by the court from further enforcing it.

Held, that by the sale to McBean the company had deprived themselves of all estate and interest in the lands, and of the power to enable the plaintiffs to redeem. If a mortgagee, after getting in the equity of redemption, has so dealt with the land as to render it impossible for him to restore it to the mortgagor on payment of the mortgage debt in full, the court will prevent the mortgagee suing at law to recover the mortgage money. This principle, *i. e.*, that a mortgagee cannot sue the mortgagor on his covenant unless he has it in his power to give the estate back, is as applicable to cases in which, like the present, the mortgagee has effected the alienation of the estate under the power of sale, as it is to those in which he has put it out of his power to reconvey the estate after having got in the equity of redemption by foreclosure or by title paramount.

The defendants had put it out of their power to give the plaintiffs a re-assignment of the mortgage security; wherefore they had the right to ask that the defendants be restrained from proceeding further to enforce the judgment.

THE TELEGRAPH IN CANADA.

THIRD PAPER.

Telegraphy was at first, in this country, a matter of sight, not sound. That is, the signals of electric communication were made by the steel point of an armature upon a moving strip of paper, and consisted of dots and dashes, according to the Morse signal alphabet, which could be read off the paper by the operator. This dot-and-dash alphabet, which has been described by a British writer as "a masterpiece of cryptography," was a mysterious looking affair. Readers of the present day are but little likely to find it except in cyclopedias, and can have but a faint idea what it looked like. The word HAND in the Morse alphabet was represented as under:

H	A	N	D
....	.—	—.	—..
Four dots.	Dot and dash.	Dash and dot.	Dash, two dots.