

175 reported cases—more, perhaps, than any Supreme Court judge ever decided in any one of our thirty-eight States. I cannot recall a single one of those deliverances which has since been reversed.

“To me these are very interesting facts, and they should be to every member of our bench and bar who takes any just pride in his State; and I may add that the character of these decisions for learning and high moral tone will favorably challenge comparison with those of any contemporary judge.”

#### RECENT UNITED STATES DECISIONS.

*Parent and child—Claim for services.*—The law regards the services performed by a son in nursing an aged parent during his last illness, as but the performance of a filial duty which every man owes his parents, and implies no contract for compensation therefor; but a recovery may, of course, be had on an express contract. A child's claim for services against his deceased father's estate, based on declarations made by the decedent in his last sickness, will not be countenanced unless accompanied with clear proof of an agreement not depending upon idle and loose declarations, but on unequivocal acts of the intestate, as, for example, a settlement of an account, or money paid by the father to the son as wages, distinctly thereby manifesting that the relation which subsisted was not the ordinary one of parent and child, but master and servant. *Zimmerman v. Zimmerman*, Supreme Court of Pennsylvania, June 28, 1889.

*Drafts—Days of Grace.*—A draft for money drawn on a bank, payable at a day subsequent to its date, and subsequent to the date of its issue, is not a “check,” but a bill of exchange,” and is entitled to days of grace. The Court said: “The question is one which has given rise to considerable discussion and some conflict of opinion. About all the law there is on it, as well as all the arguments on each side, will be found in *Morse, Bank*, (3rd ed.), § 381 *et seq.* The two principal authorities holding such an instrument a check are *In re Brown*, 2 Story, 562, and *Champion v. Gordon*, 70 Penn. St. 474. Both of these are

entitled to great weight, but they stand almost alone, the Supreme Court of Rhode Island (*Bank v. Wheaton*, 4 R. I. 30) and perhaps of Tennessee being, so far as we know, the only ones which have adopted the same views. All other courts which have passed upon the question, as well as the text writers, have almost uniformly laid it down that such an instrument is a bill of exchange, and that an essential characteristic of a check is that it is payable on demand. This was finally settled, after some conflict of opinion, in New York—the leading commercial State of the Union—in the case of *Bowen v. Newell* (several times before the courts), 5 Sandf. 326; 2 Duer, 584; 8 N. Y. 190, and 13 id. 290. Nearly every definition of a check given in the books is to the effect not only that it must be drawn on a bank or banker but that it must be payable on demand. 1 Rand. Com. Paper, § 8; Byles Bills, 13; 2 Dan. Neg. Inst., § 1566; 1 Edw. Bills, § 19; Big. Bills & N. 116; Chalm. Dig. Bills & N., art. 254; Shaw, C.J., in *Bullard v. Randall*, 1 Gray, 605; Bouv. Law Dict.; Burrill Law Dict. Occasionally the expression is used ‘payable on presentation,’ but evidently—except perhaps in Story on Bills—as synonymous with ‘payable on demand.’ Perhaps the weightiest argument in favor of holding such an instrument a check is the practical one advanced by Sharswood, J., in *Champion v. Gordon*, viz., that if held to be a bill of exchange, the holder might immediately present it for acceptance, and if not accepted, he could sue the drawer, or if accepted, it would tie up the drawer's funds in the hands of the bank, and thus, in either case, frustrate the very object of making it payable at a future day. In answer to this, it may be said that the drawer, if he wished, could very easily avoid such consequences by inserting appropriate provisions in the instrument. On the other hand, if we hold that an instrument not payable on demand may be a check, we are left without any definite or precise rule by which to determine when the paper is a check, and when a bill of exchange. The fact that it is drawn on a bank is not alone enough to distinguish a check from a bill of exchange, for nothing is better settled than that a bill of exchange