in some instances, the decision in the present case furnishes Nebraska bankers with a new rule of liability, namely, that if they are in funds, they must pay the drawer's check on presentation, and are directly liable to the holder for the amount on refusal. But this much being clear, how is it with regard to the drawer's right of revocation of the check? Undoubtedly the custom heretofore has been to obey his mandate to stop payment, unless certification had been previously accorded. Now the decision clearly deprives him of this right after the check has been presented. The important practical question is whether he can countermand before presentment. . . . . The view which generally prevails even, we believe, in the States which hold, as has the Nebraska court, that a check assigns the amount to the holder and renders the bank liable to him on presentment, is that before presentment the drawer may countermand. Until presentment, the bank is not chargeable with the assignment. The holder of a check subsequently drawn but first presented gets the money where not enough for both. And it is plain to be seen that the drawer practically retains control of the fund before the check is presented. It is within his power to draw it all out on his own check. So controlling the deposit by ability to draw it out, why should not his right extend to control it by countermand order before the bank has been charged with liability for the amount to the checkholder by presentation of the check? And if this is the generally prevailing view, why should it not be deemed the view of the Nebraska court? What raises a doubt on the point is this: An examination of the Nebraska decision discloses the fact that the court, in announcing the rule that the checkholder may sue the bank on refusal, heads its list of supporting authority with the decisions of the Illinois courts. Illinois, we believe, stands alone as the only State wherein it has been decided that the drawer cannot countermand his check *before* presentment, when in the hands of a *bonâ-fide* holder. The case in which it is so decided, *Union National Bank* v. *Oceana County Bank*, 80 Ill. 212, will be briefly noted. The action was by the holder of a check, which the bank had refused to pay, although in funds, because prior to presentation the drawer had ordered the bank not to pay. The court held the bank liable, saying: 'After the check has passed to the hands of a *bonâ-fide* holder, it is not in the power of the drawer to countermand the order of payment.' Now the Nebraska Supreme Court cites this decision, with numerous others, from the State of Illinois, in support of its own conclusion, and the inference is certainly suggested that the intention is to adopt the Illinois line of judicial thought, governing the relation of drawer, holder, and bank in its entirety. This, with the court's own language—'And after notice to the bank of the drawing the check, the funds thus appropriated cannot be withdrawn by the drawer'—is the only foundation we have for the view that the intention may have been to deprive the drawer of the right of countermand *before* presentment. 'After notice to the bank of the drawing.' Does the court mean 'after presentment by the holder?'—for this in general would be the only means of giving notice to the bank. The Illinois decision cited only denies the right of countermand where the holder is a *bonâ-fide* one. If the drawer could show to the contrary, the right to stop payment would, of course, still exist. But regarding the