

a contract, or an ordinary contract, but a special contract, in a special form, and with particular privileges and duties attached. Its peculiar distinguishing quality is its negotiability, and while it continues to be negotiable its "holder"—in the strict and literal sense of the word—is the only person who can enforce payment of it by action. After it has been paid, and thereby ceased to be negotiable, the drawer, if it is he who has paid it, can sue, but his suit is not as "holder."

The suggestion that the Court should have allowed the endorsement on the bill to be made at any stage of the trial is one we concur in, provided, of course, that the costs to that stage were paid by the plaintiff if the defendant thereupon confessed judgment. Our criticism was not directed at the plaintiff's success, but at the manner of it, and the Judge's reasoning.

It is impossible without further particulars to estimate the value as a precedent of the case our correspondent mentions as decided by the late Chief Justice Ritchie. It is not clear whether the plaintiff was payee or indorsee of the note; in either case his position would be different from that of the maker of a bill in respect of remedies. He had paid the note before action, and it is admitted that the drawer of a bill has an action thereon after he has paid the bill, no matter what endorsements are on the bill. Clearly, this case is not in point in this discussion.

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Reading the Declaration of Independence of the United States in parallel columns with one of the chapters in "Midshipman Easy" (where Marryatt introduces Equality Hall and the butler who told Jack that one man was as good as another, to which Jack demurred and knocked him down), makes it clear that the Declaration of Independence was written without the possibility of the fathers of their country consulting Marryatt's well-known novel. As we all know the Declaration of Independence lays down the broad proposition, "That all men are created equal. That they are endowed by their Creator with certain inalienable rights, that among these are life, liberty and the pursuit of happiness." Our excellent contemporary the *Central Law Journal*, has an