them in a beginner. But unfortunately the whole thing is bad.

We have not referred to a tithe of the mistakes and omissions in various places, nor to the evidences either of carelessness or lamentable ignorance on the part of the reporter. We have referred to enough to make it apparent that some change is necessary. The usefulness of the Supreme Court will be much impaired if reports such as the numbers before us are allowed to be published.

THE LEGAL EFFECT OF A CHEQUE.

In *Keene* v. *Beard*, 8 C.B.N.S. 372, Mr. Justice Byles says a cheque is an appropriation of so much money of the drawer in the hands of the banker upon whom it is drawn, for the purpose of discharging a debt or liability of the drawer to a third person. If this is to be taken without any qualification it would lead to this result: that a cheque *per se* amounts to an equitable assignment of so much money as it calls for in favour of the payee. After this manner Judge Story, in *In the matter of Brown*, 2 Story, 516, speaks of a cheque as an absolute appropriation of the sum named therein, in the hands of the bank for the benefit of the cheque-holder. But it is submitted that this is not the case in law, so far as the bank is concerned, until at least there has been a presentment and demand for payment. In the case of *Schroeder* v. *Central Bank of London*, 24 W.R,, 710, Archibald, J., says: "A cheque is simply a request to pay so much money; and it is a revocable request. It does not purport to be an assignment at all." And in the same case the like views were expressed by Brett, J., that the cheque is but an order to pay, and not an absolute assignment of anything, To the same effect as this is the decision of the Master of the Rolls in *Hopkinson* v. *Forster*, L. R. 19 Eq. 74, where he holds that in equity a cheque is not an assignment by the drawer *pro tanto* of his balance at his bankers. And in *Caldwell* v. *The Merchants' Bank*, 26 C.P., 294, it was held upon demurrer that the holder of a cheque, by the mere fact of its being drawn in his favour, acquires no right of action in equity, as upon an equitable assignment, against the person upon whom it is drawn. There is an important case of *Lamb* v *Sutherland*, 37 U.C.R., 143, where most of the authorities bearing on this question are collected.

It is very clearly decided that the death of the drawer before presentment, operates as a revocation of the request to pay, because upon a man's death his assets go to his personal representatives: *Tate* v. *Hibbert*, 2 Ves. Jr. 111; *Cumming* v. *Prescott*, 2 Y. & C., Ex., 492. It is very commonly laid down in the text-books that if the bank honours the cheque by payment, in ignorance of the death of the drawer, it will be absolved in a court of Equity. Nevertheless this view may be perhaps relegated to that region of law which is spoken of as "law taken for granted." Recent decisions are at variance with this proposition, though we are not aware that the point has been expressly decided. In *Hewitt* v. *Kaye*, L.R. 6 Eq., 198, it was held that the delivery of the donor's cheque on his banker, which was not presented before his death, did not amount to a *donatio mortis causâ*. Lord Romilly, M.R., said: A cheque is nothing more than an order to obtain a certain sum of money. It is an order to deliver the money; and if the order is not acted upon in the lifetime of the person who gives it, it is worth nothing. It is worth nothing until acted upon, and the authority to act upon it is withdrawn by the donor's death. A similar decision was given by Vice-Chancellor Bacon in *Beak* v. *Beak*, L. R. 13 Eq. 489, where he is reported thus: "If