ever, we venture to think, be difficult to point out the necessary duty of which the neglect was a breach, and the absence of this component part of the estoppel in question was evidently the difficulty which was felt by the Court of Appeal in dealing with these cases in their decision in *Baxendale* v. *Bennett*, which we now proceed to notice. There the defendant received for his acceptance from a creditor of his, named Holmes, the form of a bill of exchange with no drawer's name contained in it. The defendant accepted it, and sent it back to Holmes. The latter, however, not desiring to use it, returned it to the defendant without filling in the drawer's name, and the defendant then put it away in an unlocked desk in his chambers. It was afterwards taken away by some unknown person, and came by indorsement to the plaintiff as a *bona fide* holder for value, the name of one Cartwright having being inserted as drawer by some one through whose hands the bill had passed. The defendant had never authorized any one to take the draft, or to fill in the drawer's name. Mr. Justice Lopes, who tried the case, acting probably upon the two old decisions, held that the defendant's negligence entitled the plaintiff to recover, and gave judgment accordingly. A rule *nisi* for a new trial was obtained, and this rule was argued at the same time as a motion for judgment by the defendant to the Court of Appeal. That court while unanimously of opinion that the judgment was wrong, and ought to be entered for the defendant, differed in the reasons which guided them. Lord Justice Bramwell thought that, though there was negligence on the part of the defendant, such negligence did not amount to an estoppel, because it was not the effective or proximate cause of the fraud. He thought that the two old cases went a long way to justify the judgment which had been given, but without otherwise expressly disapproving of them, said that they might be distinguished from the present case on the ground that in them the document had been voluntarily parted with. Lord Justice Brett, in whose reasons Lord Justice Baggallay concurred, grounded his decision chiefly on the fact that the law as to the liability of a person who accepts a bill in blank is, that he gives an apparent authority to the person to whom he issues it to fill it up to the amount which the stamp will cover. Unless he deliver it to some one, there can be no such authority. Here, although it was once issued, his Lordship thought that when it was sent back the defendant was in the same position as if it had never been issued at all. He, however, went on further to say that he thought that there was no negligence in fact, or at any rate none which could amount to an estoppel, because in connection with the draft the defendant owed no duty to anyone after it had been returned to him. *Ingham* v. *Primrose* obviously stood in the way of applying this doctrine to the case of a bill of exchange, and the Lord Justice got over the difficulty by saying explicitly and candidly: "The best mode of dealing with that case is by saying we do not agree with it." As to the other case of *Young* v. *Grote* he thought that its authority had been very much shaken by subsequent decisions, but that it might possibly be upheld on the ground of the existence of a duty in a customer towards his banker; and we venture to think that if the case should again arise this reason ought to prevail.

It will be observed that the reasons of both these judgments are consistent with the doctrine laid down in Swan's case. Lord Justice Bramwell may be said to have applied the first part of Lord Blackburn's rule, and the other Lords Justices the second part, and as each part is distinct and independent of the other, forming of itself an objection to the creation of an estoppel, the difference of opinion does not involve an inconsistency, and there may well be the double reason for the conclusion arrived at.

One important effect of this decision, coupled with that of *Arnold* v. *The Cheque Bank*, may be noticed in conclusion. In the notes in Byles on Bills of Exchange it is stated that the doctrine upon which the decision in *Ingham* v. *Primrose* proceeded has never been extended to instruments under seal, and Swan's case is cited in support of the assertion. It is clear that now the doctrine established in Swan's case is applicable to bills of exchange, and the difference which was then supposed to exist in the law of estoppel as regards bills of exchange, and as regards other instruments, has no existence at the present time.—*Law Times*, (London).