

It is bound to know its own paper, and provide for its payment, and must be presumed to use all reasonable means, by private marks and otherwise, to secure itself against forgeries and impositions. \* \* \* \* Under such circumstances, the receipt by a Bank of forged notes, purporting to be its own, must be deemed an adoption of them. *It has the means of knowing whether they are genuine; if these means are not employed, it is certainly evidence of a neglect of that duty which the public have a right to require.* And in respect to persons equally innocent, where one is bound to know and act upon his knowledge, and the other has no means of knowledge, there seems to be no reason for burthening the latter with any loss in exoneration of the former. There is nothing unconscientious in retaining the sum received from the Bank in payment of such notes, which its own acts have deliberately assumed to be genuine." The words italicized are significant in view of the fact that the system now followed of advising drafts upon other branches would render a repetition of the Deton fraud impossible.

#### OBLIGATIONS OF CARRIERS.

A jury in Tennessee has awarded to Jane Brown, a colored woman, the sum of \$3,000 damages against the Memphis & Charleston Railroad, for ejecting her from a first-class car notwithstanding her production of a ticket entitling her to a first-class passage. This jury, composed of white men, is more tolerant than the legislature of the State, which, it appears, has expressly enacted that "no keeper of any hotel or public house, or carrier of passengers for hire, shall be bound to entertain, carry, or admit, any person whom he shall, for any reason whatever, choose not to entertain, carry, or admit, to his house, hotel, carriage or means of transportation, or place of amusement; nor shall any right exist in favor of any such person so refused admission." The Railroad Company pleaded this statute, but Judge Hammond charged the jury that the Act was unconstitutional, so far as it abrogated the common law right of action for wrongful exclusion from railroad cars on roads running between two or more States, the exclusive right to make which is vested by the Constitution of the United

States in Congress. It was also pleaded that the plaintiff was an unchaste person, but the Court charged the jury emphatically upon this point, that so long as the conduct of the person is unobjectionable while on the train, the carrier has no right to make any distinction based upon the good or bad reputation of the passenger.

#### NOTES OF CASES.

##### COURT OF QUEEN'S BENCH.

MONTREAL, November 24, 1880.

Sir A. A. DORION, C. J., MONK, RAMSAY, CROSS, JJ., BABY, A. J.

THE UNION BANK OF LOWER CANADA (plffs. below), Appellants; & THE ONTARIO BANK (defts. below), Respondents.

*Bank Draft—Liability for loss arising from fraudulent alteration—Negligence.*

The appeal was from a judgment of the Superior Court, Montreal, Jetté, J., Feb. 8, 1879, dismissing the appellants' action. The judgment below is reported in 2 Legal News, p. 132; 23 L.C.J., p. 66.

MONK, J., (diss.) In this case the appellants the Union Bank, Quebec, drew a draft upon their branch at Montreal for \$25 without advice to branch of the fact. The holder altered the amount of the draft to \$5,000, and deposited it to his own credit in his banking account with respondents, the Bank of Ontario. Respondents presented it in due course, and it was paid by the branch at Montreal without objection. After such payment the respondents paid over part of the proceeds to the depositor. Six days afterwards the appellants discovered the fraud, and demanded back the amount of the forgery.

The facts of the case are briefly as follows: The appellants, the Union Bank, at their head office in Quebec, issued on the 19th September, 1877, a draft for \$25 on their branch office in Montreal, to a man calling himself Charles Deton. Deton, who was an entire stranger to the Union Bank, received this draft for \$25, and altered or "raised" it so as to make it appear to be a draft for \$5,000, and this alteration was so skilfully effected as to render detection very difficult, if not impossible. Deton had previously, on the 17th September, 1877, opened an account with the Ontario Bank at