

"and must ever remain a mere nullity." Now as regards fictitious payees who are other than obviously inanimate beings, the analogy, at any rate now, does not hold good, and was not accepted even in that case; but so far as inanimate things are concerned the L. C. Baron's dictum may be set against the inference derived from the question in the other case. In Vagliano's case in the Court of Appeal, Bowen, L.J., mentions the query of the Court as to the Aldgate pump, but gives no opinion on the point; so we are, as I say, without definite authority on the point.

Now see how the matter stands under the Bills of Exchange Act, which is really the only governing power. We have read the definition of a bill in section 3. It necessitates a requisition to pay a sum certain in money to, or to the order of, a specified *person* or to bearer. Note the word *person*. Section 7: "When a bill is not payable to bearer, the payee must be named or otherwise indicated therein with reasonable certainty." Here we do not actually find the word *person*, but there is nothing to expand the limits or lessen the requirements of section 3. Section 7 goes on, "A bill may be made payable to two or more payees jointly, or it may be made payable in the alternative to one of two, or some of several payees. A bill may also be made payable to the holder of an office for the time being." Here again nothing very definite about *person*, but nothing at all modifying section 3. Then we come to sub-section 3 of section 7, which is to my mind the crucial one. "Where the payee is a fictitious or non-existent *person*, the bill may be treated as payable to bearer."

Now this section has been discussed till we are all weary of it. I regard it as one of the stop-gap sections to which I have referred, where the word bill must have a broader meaning assigned to it by reason of the context. Its effect is this, that an instrument coming within its terms, though not in reality a bill at all, may be treated as a bill payable to bearer, or that a bill payable to order which comes within its terms may be treated as payable to bearer.

But does a cheque "pay wages or order" come within its terms? If it were otherwise not a bill, because wages is not a real payee, does this section cure the defect? Surely not, wages