BILLS OF EXCHANGE—FRAUD IN NEGOTIATION—EVIDENCE—ONUS OF PROOF—BILLS OF EXCHANGE ACT, 1882, (45 & 46 VICT., C. 61), S. 30, S-S. 2.

Tatam v. *Haslar*, 23 Q.B.D., 345, is a decision under the Bills of Exchange Act, s. 30, s-s. 2, which was doubtless intended to be declaratory of the law as it previously existed, and which provides that "every holder of a bill is deemed to be a holder in due course; but if in an action on a bill it is admitted or proved that the acceptance, issue, or subsequent negotiation of the bill is affected with fraud, duress, or force and fear, or illegality, the burden of proof is shifted, unless and until the holder proves that subsequent to the alleged fraud or illegality value has in good faith been given for the bill." In this case the question arose, fraud being proved, whether the plaintiff had sufficiently discharged the onus that lay on him by merely showing that he had paid value, without also proceeding to show that he had acted *bona fide* and without notice of the fraud. Denman and Charles, JJ. (reversing Field, J.), were of opinion that the plaintiff did not comply with the statute by merely proving that he had given value, because the statute requires him to show not only that, but also that it has been given "in good faith."

PRACTICE—DISCONTINUANCE OF ACTION—ORD. XXVI., R. 1—(ONT. RULE 641.)

Spincer v. *Watts*, 23 Q.B.D., 350, is a decision of the Court of Appeal (Lindley and Lopes, L.JJ.,) on the construction of the Rule from which Ont. Rule 641 is taken. The action was by the holder against the drawer and acceptor of a bill of exchange. The acceptor paid money into court in satisfaction of the claim, while the drawer delivered a defence denying liability, and set up a counter claim. The plaintiff then paid into court the amount of the counter claim and took out of court the amount paid in by the acceptor, and then gave notice of discontinuance; and the question was, whether the notice of discontinuance had been delivered after defence "before taking any other proceeding in the action." The Court of Appeal (overruling Pollock, B., and Manisty and Mathew, JJ.) held that it had. As the Lords Justices explain the Rule it means that the notice must be given "before taking any proceeding with a view to continuing the action against a person served with the notice of discontinuance."

CRIMINAL LAW—FALSE PRETENCES—OBTAINING VALUABLE SECURITY ON REPRESENTATION THAT ADVANCE WOULD BE MADE—24 & 25 VICT., C. 96, S. 90—(R.S.C., C. 164, S. 78).

In the *Queen* v. *Gordon*, 23 Q.B.D., 354, the prisoner was convicted on an indictment charging that by the false pretence to the prosecutors that he was "prepared to pay them or one of them" £100, he did then unlawfully and fraudulently induce the prosecutors to "make a certain valuable security," to wit, a promissory note for £100, with intent thereby to defraud them. The prisoner, it appeared, was a money lender, and had promised to make an advance of £100 to the prosecutors on the security of their stock. At the time fixed for the completion of the transaction, the prisoner took from the prosecutors an acknowledgment of the receipt of £60, and an agreement to pay back £100,