unless he procures a proper endorsement, exercise any of the rights incident to the position of a payee or holder, such as endorsing and negotiating the bill, but is restricted to the right to sue set forth in section 59. This distinction illustrates strikingly the divergent rights of a "holder" and a drawer after payment of the bill respectively.

The rights arising on a bill of exchange are very carefully and strictly defined by the Act, and should be strictly construed. A bill has certain peculiarities, based originally on the law merchant, and it is easy to confound rights of contract by common law with rights arising on a bill. This confusion is visible, we think, in the judgment under discussion, as well as in *Sovereign Bank* v. *Gordon*, discussed ante, p. 25.

J. B.

A correspondent makes the suggestion that reporters should suppress judgments intended to "fit particular cases," and wherein bad law is propounded. It is to be regretted that such judgments are occasionally delivered; and reporters often feel tempted to consign them to oblivion. The suggestion, however, is of ancient date; but the remedy for the acknowledged evil has not yet been found. Certainly the enormous volume of case law through which lawyers have to wade in these days should not, if possible, be added to by judgments of doubtful accuracy or which set forth bad law. But the difficulties in the way are many, as a moment's reflection will show, and we need not enlarge upon them. Some of the old English reporters exercise their discretion in the premises with a very good result; but so far no practicable solution of the difficulty, as it exists in these days, has been evolved. The person who discovers it will deserve well of his brethren.

The Toronto *Globe* recently assumed to lay upon our judges the responsibility for the "discourtesy and impudence of browbeating lawyers"; the writer spicing his article with expressions characterizing counsel with being "vulgar forensic bullies" and