argument; and one of them rendered judgment in accordance with the conclusions of the foregoing syllogism; whose premises are founded on decisions taken from various cases, without proper regard being paid to the difference existing between the facts disclosed in those cases and those proved in this particular case.

"It sometimes happens that the facts which are presented to the practitioner or court are the same which have occurred, and have been passed upon before. But this can be only when the parties have dropped out something from their recital, because of an instinctive feeling that it was unimportant. In truth, no two sets of facts were ever absolutely identical. Now, for a court to decide a question differing from what has gone before, it must take cognizance of the law engraved, not by man, but by God, on the nature of man. In other words, it must take cognizance of what our predecessors have named the unwritten law or common law. The law has already been discovered by judicial wisdom to consist of a beautiful and harmonious something, not palpable to the physical sight, yet to the understanding obvious and plain, called principle. And the only way in which it is possible for one decision to be a guide to another involving facts in any degree differing, is to trace the decision to its principle, and thence to pass downward to the new facts and inquire whether or not they are within the same principle. This process is termed reasoning."

"The judicial decision . . . is the conclusion of the judicial mind upon particular facts. . . . Even when the words of a judge are in the most general terms, and to the casual reading meant to convey absolute doctrine as viewed separately from the limited facts in contemplation, they are to be interpreted as qualified by those facts. The consequence is that judicial decisions do not and cannot formally settle any abstract doctrine, such as it is the province of jurists to lay down. The words of judges are always to be interpreted as qualified and limited by the facts of the case in hand; and it is thus even when in form general, as laying down doctrines for all classes of facts."

"Our books of reports are the judicial conclusions from just so many sets of narrow facts as there are cases in them, each set of facts differing from every other; and they do not embody the ultimate rules which govern the infinity of facts, past, present and future." (J. P. Bishop in *American Law Review*, Jan.-Feb., 1888.)

Let us consider the reason why cheques or bills of exchange are usually signed in a certain way on behalf of a company. It is this: "Cheques must be properly signed by a firm keeping account at a banker's, as it is part of the implied contract of the banker, that only cheques so signed shall be paid." (Bouvier's Dictionary.) In case of promissory notes or bills they must be signed in such a way as not to deceive the parties negotiating them. These parties must not be led to think they have a rich company as security for the payment, when they have in reality only a poor individual. In the case before us the cheque was the usual and acknowledged cheque of the company; no one was deceived or in ignorance of the facts; but then the individual defendant was comparatively rich, and the company absolutely poor. So that in order to have