their judgments expressly stated that they decided on the authority of *Williams* v. *Jarrett*, and expressed, or at least intimated doubts, whether that case was rightly decided. The point, therefore, as to whether a note actually post-dated, but appearing on the face of it to be correctly dated, shall be treated as of the date appearing on the face of it, does not seem to be free from doubt, should the matter come before a court of appeal. At the same time, the injustice of allowing a defendant, in such a case as that of *Austin* v. *Bunyard*, himself a party to post-dating a bill, to set up the post-dating as a defence against an innocent holder, would be so glaring that we should doubt whether a court of law even would permit it; and we feel scarcely any doubt that a court of equity would restrain a defendant from using such defence in an action. And here we may, not uselessly perhaps, explain to our commercial readers very shortly, that which appears at first sight an anomaly, viz., that a court of law should decide one way, and a court of equity the opposite, upon the very same matters. The principle of that contradiction, or apparent contradiction of jurisdiction, is this: a court of law is bound to decide upon the dry and positive law. If, therefore, a court of law were to decide that in such a case as *Austin* v. *Bunyard*, a note is to be held as dated, not of the date on the face of it, but as a note dated of the date of its making, it could have no alternative but to decide for the defendant. But a court of equity has a jurisdiction over the conscience of the parties; and if it come to the conclusion, as we think it would, that for a person to post-date a cheque for his own convenience, or for the purpose of defrauding the revenue, and then to set up that fraud as a defence in an action by an innocent holder against the admission of the note in evidence, was a fraud or inequitable transaction: it would restrain, not the court of law from exercising its own proper jurisdiction, but the fraudulent defendant from presenting to the court of law a fraudulent defence.

On the subject of bills, we notice another case recently decided—*Chapman* v. *Cotterill*, 6 New Rep. 237—in which the point was, whether, where a promissory note is signed by the maker without the jurisdiction, but delivered by the maker's agent within the jurisdiction of the court, the cause of action arises at the place of delivery, or at the place of the making of the note. In that case the defendant was, jointly and severally with his brother, indebted to the Union Bank of London. The defendant resided at Florence, his brother in London. It was agreed that the defendant's brother should pay off the debt, except £600, and that the defendant should join with his brother in two promissory notes to pay off that balance. Accordingly, two notes were made, signed by the defendant at Florence, and sent by him to his brother in London; and the brother deposited them with the bank. In an action brought on the notes against the defendant, it was contended on the part of the defendant that the proceedings should be set aside as irregular, on the ground that the cause of action did not arise within the jurisdiction. But the court held that the cause of action arose where the notes were delivered. Martin, B., said, "The question is, was the contract in Florence or in London? I am of opinion that no contract arose at all, till the note was handed over to the bank" (and he referred to *Cox* v. *Troy*, 5 Barn. & Ald. 474); and Bramwell, B., said, "There is no pretence whatever for saying that any interest passed till the note was handed over to the bank. The cause of action arose, therefore, in England."

In another case—*Maccall* v. *Taylor*, 6 New Rep. 207—an instrument was made in this form:—"4 months after date, pay to my order the sum of £300 value received. To Captain Taylor, ship 'Jasper,' 11 Great St. Helens, London."—The instrument was accepted by W. Taylor, the captain of the "Jasper." It was held that this was neither a bill, because there was no drawer's name to it, nor a note, because it did not promise to pay any one; it was an inchoate instrument, capable of being, but not in fact, perfected, and that no action could be sustained upon it. — *Banker's Magazine.*

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NOTES OF NEW DECISIONS AND LEADING CASES.

PAWNBROKERS—C. S. C. CH. 61.—*Held*, that a conviction under the Pawnbroker's Act, Consol. Stat. C. ch. 61, for neglecting to have a sign over the door, as directed by the seventh section, was not sustained by evidence of one transaction alone; for the penalty attaches only on persons "exercising the trade of a pawnbroker."—*The Queen* v. *Andrews*, 25 U. C. Q. B. 196.

INSOLVENT ACT, 1864, SEC. 8, SUB-SEC. 4—UNJUST PREFERENCE—ANTICIPATED DELIVERY.—S. on the 25th of November, 1864, agreed to deliver certain timber to the plaintiff, at T., in the State of New York, in May, June, July, and August, 1865, $1,500 payable down, the same sum on the 15th of January, 1st March, and 1st April, 1865, and the balance on delivery at T. On the 14th of December following he assigned the timber to L. as security for certain advances in goods which L. agreed to make to enable him to get it out, and on the 27th of February, 1865, formally delivered it to L's son, who after consulting with S. wrote to the plaintiff that S. desired to deliver the timber to the plaintiff, but was in difficulty: that some of his creditors refused to wait until he could complete his contract, and had commenced actions—and recommending that the plaintiff should anticipate their actions by taking a