whose bad management the Company had been beggared, in order to save their own pockets and to indulge their jealous spite, went to work to find out how a cheque which had been acknowledged by all the parties, up to the time of its dishonor, to be that of the Company in fact and form, could be made to appear to be the personal cheque of the Drawer, to the eyes of the County Judges.

The farcical argument advanced in Court and in Chambers was as follows:—"Several cases decide that a post-dated cheque is an Inland Bill of Exchange: several cases declare that Bills of Exchange drawn by a company should have a particular usual form: this particular post-dated cheque has not that particular usual form; therefore it cannot be the Company's cheque; therefore it must be the Drawer's personal cheque."

The two Carleton County judges agreed as to the correctness of this extraordinary 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 any regard being paid to the difference existing between the facts disclosed in those cases and those proved in this particular case. The judgment is so ridiculous in its results that I cannot help thinking that the Judges combined in an attempt to take a playful "rise" out of Dr. Wicksteed, who although a barrister is not now a regular practioner—but in this case appeared in his own defence.

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 that 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 the former condemned to pay, judgments which may have been correct when taken in connection with the cases in which they were rendered, were unscrupulously applied to this case, to which they had no relation. In this way a case which ought to have been decided, following the rule of non-appealable courts, according to equity and good conscience, was decided without regard to common custom or reason.

Had the judge received a good grounding in legal logic he would have said, after hearing the argument of Mr. Code, "There are three maxims of Civil Law which apply here: *1. Consensus tollit errorem. 2. Modus et conventio vincunt legem*, and *3. Cessante ratione legis, cessat*