

Carswell & Co., "to endeavor to meet the views " of a large number of the Ontario Bar outside " of Toronto," and the publishers hope that it " may serve as a medium of communication between the centre of administration and the " outer counties, as well as between the outer " counties themselves." The first number has the general features of a Review, containing two contributed articles, with a digest of recent criminal cases, and other matter. The editors are perhaps over-sanguine in looking "to the " profession at large for their leading articles," for the number of competent writers who can afford the time for such labor is not large in the Canadian profession, and several attempts to establish a Review, that promised well, have not been sustained in consequence. The first number, however, opens auspiciously with a valuable article on the Law of Allegiance in Canada, by Mr. T. Hodgins, Q.C., followed by a second, also interesting, by Mr. A. H. Marsh, entitled "Does a Power to Sell imply a Power to Mortgage?" The *Law Times* is also to contain notes of the current decisions of the Ontario Courts, the first part of which has just been issued. We must add that the typography and general appearance of the number are creditable to the publishers, and we trust the enterprise may have the success it merits.

THE CANADA LAW JOURNAL.—Toronto.—A new series of the *Law Journal* has been commenced this month, and, perhaps inspired by the advent of its new competitor the *Times*, it is to appear fortnightly instead of monthly. The changes effected in our Ontario contemporary are a vast improvement, and it evidently means to hold its ground.

VICK'S ILLUSTRATED MONTHLY MAGAZINE, Rochester, N.Y.—One of the most charming and healthful recreations in which a tired lawyer can indulge is the culture of plants, and no more entertaining companion in the pursuit can be found than Mr. Vick's beautiful little magazine. Its cheerful and enlivening articles will speedily awaken enthusiasm in the coldest student of the flowery world. The numerous and elegant illustrations show very forcibly the strides which botanical science has been taking in recent years.

## NOTES OF CASES.

## COURT OF QUEEN'S BENCH.

MONTREAL, NOV. 19, 1880.

SIR A. A. DORION, C. J., MONK, RAMSAY, CROSS, BABY, JJ.

LA BANQUE VILLE MARIE (plff. below), Appellant, and PRIMEAU (def. below), Respondent.

*Promissory Note—Alteration after endorsement.*

*Held, where a promissory note bore on its face a manifest alteration of date, that the holder, who had discounted the note for the maker, could not recover from the endorser, without showing either that the alteration was made before the endorsement, or, that it was made with the endorser's consent.*

The question was as to a note for \$200, made by one Charland, endorsed by the respondent, and discounted by the appellant for Charland.

The respondent pleaded, as to this note, that when he endorsed it (for Charland's accommodation), it was dated March 5, 1877, and that the date had subsequently been altered to April 9, 1877, without his knowledge or consent.

The action was dismissed (so far as this note was concerned) by the Superior Court, district of Richelieu, Loranger, J., Dec. 16, 1878. The judgment was as follows:—

"La cour.....

"Considérant qu'il est en preuve que depuis l'endossement du défendeur, apposé sur le billet promissoire en second lieu allégué par la demanderesse, et en vertu duquel elle réclame du dit défendeur la somme de \$200, montant du dit billet, \$2.56 coût du protêt d'icelui, intérêt échu sur le dit montant, ce billet a été altéré; que quand il a été endossé, il était daté du cinq mars, 1877; qu'il a été altéré en substituant à cette date celle du 9 avril, 1877, et ce, sans la connaissance et le consentement du dit défendeur; ..... a débouté et déboute la demanderesse du surplus de la demande, avec dépens, &c."

RAMSAY, J. I think this judgment is correct. The pretention of the appellant seems to be that the presumption of law is that the endorsement of a promissory note is made after the signature of the drawer, and that it being proved that the signature of the drawer was affixed after a manifest alteration of the date, the presumption still subsists, and in the absence of