

even if such a consequence should follow, it is the omission of the Court of Revision which causes it, in neither confirming nor correcting the roll, so far as his appeal is concerned. As to his assessment, they have done nothing; and as to him, therefore, they have not passed the roll so as to bind him, though the other portions of the roll may be held to be final and conclusive.

ACT FOR THE PROTECTION OF SHEEP.

The questions put by our old and valued correspondent Mr. Klotz (from, whom by the way, we are always glad to hear) appear to shew that some provisions of this act are further instances of that hasty legislation which leads to so much unnecessary trouble and litigation,—one brief enactment presenting a number of difficult questions in its construction, which it might be thought could have been avoided by a little care and foresight. The intentions of the framers of the act were undoubtedly good, and there was an evident evil to be cured, but it will be a pity if the usefulness of such a laudable measure (in its intention) should be impaired by the difficulties which are said to impede its working. Answering the queries in our correspondent's letter at all events this time is out of the question; but we shall endeavour to return to the subject again, and in the meantime we shall be glad to hear from any of our friends who have had any experience in the working of the practice, or in fact from any who have any suggestions to offer respecting this act.

MR. O'BRIEN'S DIVISION COURT ACT.

We publish in another place an advertisement of this book. It is now, we are informed, in the hands of the binder, and will be ready for sale as soon probably as this comes to the notice of our readers. We anticipate for it a large and ready sale. A review of it will be given in our next number.

REGISTRAR'S FEES.

Complaints reach us from every side, as to what appear in many cases to be over-charges by Registrars under the late Act. If these Registrars cannot be a little reasonable in their demands, another Act will be necessary, which may considerably reduce their emoluments.

SELECTIONS.

NOTES AND CHEQUES.

In *Williams v. Jarrett* 5 Barn. & Adol. 32 it was held, under the 55 Geo. III., cap. 184, sec. 12, that as to stamping a bill, the date borne by the bill on the face of it, and not the date when it was actually made, is to be looked at. It is by no means clear, from what fell from the court in a recent case of *Austin v. Bunyard* 6 New Report, 202, that if that question had now to be decided *de novo*, it would be decided in accordance with *Williams v. Jarrett*; because, as observed by Cockburn, C. J., when you see that the two dates, the date when the instrument was issued, and the date on the face of it—that is, when a bill is dated, say in July, and was made, in fact, in time—are not cotemporaneous, it is impossible to avoid the inference that the intention was to avoid the higher duty, which would be contrary to the policy of the Stamp Act. However, in *Austin v. Bunyard*, the authority of *Williams v. Jarrett* was held to be binding, especially, as observed by the court, that they were not sitting in error.

In *Austin v. Bunyard*, a cheque was issued in these terms: "No. —, Cheapside, London, 22nd July, 1864. The London, Birmingham and South Staffordshire Bank, Limited. Pay Mr. Garrett or bearer £350." This was signed by the defendant and endorsed by Mr. Garrett. The cheque was, in fact, made on the 22nd June, 1864, and then handed to Mr. Garrett. It came to the hands of the plaintiff as a *bonâ file* and convenient holder for value, without any notice of its being post-dated. It was duly presented on the 23rd July, and dishonoured; and the plaintiff thereupon brought his action against the maker of the cheque, the defendant. The cheque bore only a penny stamp; and at the trial it was objected that it could not be admitted in evidence, as it was in effect a bill at one month, and ought, under the 17 & 18 Vic. cap. 83, to have borne a four-shilling stamp. Nonsuit on that ground, with leave to the plaintiff to set aside the nonsuit, and enter verdict for plaintiff. A rule *nisi* having been obtained for that purpose, it now came on before the full court as to making the rule absolute. On the part of the defendant it was argued that this was not a cheque payable on demand, being post-dated; but it was in fact an inland bill of exchange at a month's date. If it was so, it was clear it could not be received in evidence, as not bearing the proper stamp. On the plaintiff's part, *Williams v. Jarrett*, and the first section of 21 & 22 Vic. cap. 20 (which makes all drafts or orders payable on demand and chargeable with a penny stamp) were relied on; and it was said that this cheque, being on the face of it dated the 22nd July, that must be taken to be the date, and it was a draft payable on demand, at least in the hands of an innocent holder; and so the court held, upon the authority of *Williams v. Jarrett*. We have already noticed that judges in delivering