

bank. I do not think so. I do not think that the doctrine of notice or knowledge enters into the consideration of this case. The principle upon which I form my judgment is that the bank has not fulfilled that part of its obligation to its customer, which I hold to be an incident in their relationship. It seems to me impossible to contend that it is any answer for a bank, when its customer demands money which, so far as he is concerned, ought to be to his credit, to say, "Oh! one of our officers, with full knowledge that the document was not in fact your cheque, though it bore your signature, paid it, and thus discharged our liability to you." I am therefore of opinion, although not for the same reasons which operated upon Mr. Justice Manning's mind, that the decree appealed against is correct, and accordingly this appeal must be dismissed with costs. This is also the judgment of Mr. Justice Owen.

Mr. Justice Stephen dissented, and in the course of his judgment said that he felt unable to hold that a contract existed between the bank and its customer in the general terms expressed by their Honours; or at all events if it did, that it had any applicability to the peculiar circumstances of this case.

Appeal dismissed, with costs.