

So I think telegraphic notice of dishonour is unquestionably good. I take it the whole chain of the young lady at the counter, who takes it in if she has nothing better to do, the transmitting clerks at each end, and the telegraph boy who takes it out at the far end, are all acting as agents for the sender, or on his behalf.

I do not feel at all sure that the post-office, in its telegraphic capacity, can be treated as the agent of both parties, as it is in its purely letter-carrying capacity. I do not think it is so. I do not think you could say that when you hand in your written form that writing was constructively and immediately in the possession of the receiver. I think a question might still be raised if you telegraphed at such an hour on the day after dishonour that the telegram was not received during office hours that day, and there was a convenient post between the two places that day. But where notice is sent and received on the day after dishonour, I have no doubt it is good, and that Lord Justice Smith is right in this respect.

I take it telegrams are usually confirmed by letter. That, no doubt, is desirable, but it must always be borne in mind that a confirming letter after the date limited cannot date back to the telegram. If itself out of time, you would have solely to rely on the previous communication. It is analogous to the other provision that an insufficient written notice may be supplemented and validated by verbal communication. That cannot extend the time for giving notice. If you gave an insufficient written notice on the day after dishonour, you could not, on the day after that, being the second day after dishonour, make it good notice by verbally adding to or correcting it.

I have told you knowledge of dishonour on the part of the person entitled to notice does not dispense with the necessity of giving formal notice. It is not included in the grounds on which the notice is excused, and has never been held to excuse it. But, of course, notice of dishonour may be waived in writing or verbally, expressly or impliedly, before the date of dishonour, or after failing to give it. The Act says so, and it had frequently been so held before the Act.

But, of course, the waiver by one endorser or the drawer,