

him, and they affirmed the judgment of Kennedy, J., at the trial in favour of the plaintiff. This case is also reported 9 R., July, 246.

JOINT CONTRACTOR—CHEQUE GIVEN BY ONE JOINT CONTRACTOR—UNSATISFIED JUDGMENT ON CHEQUE—ACTION AGAINST JOINT CONTRACTOR ON CONTRACT—RES JUDICATA.

In *Wegg Prosser v. Davis*, (1894) 2 Q.B. 111, an unsuccessful attempt was made to extend the principle of *Kendall v. Hamilton*, 4 App. Cas. 504. The action was brought on a guarantee given by the defendant and one Thomas jointly for the payment by a third person of his rent. Thomas had given his cheque for half a year's rent, and the plaintiff had sued Thomas on the cheque and recovered a judgment, which was still unsatisfied. The action was brought to recover the same half-year's rent from the defendant, and he claimed to be released, by reason of the judgment recovered against his co-contractor on the cheque. He relied on *Cambefort v. Chapman*, 19 Q.B.D. 229, but Wills, J., declined to follow that case, and held that, as the cause of action on the cheque and on the guarantee were not the same, the judgment recovered on the cheque was no bar to the action against the defendant on the guarantee, notwithstanding that the cheque had been given in respect of the joint contractors' liability on the guarantee, and he gave judgment in favour of the plaintiff.

CROSSED CHEQUE—TROVER—CONVERSION—BILLS OF EXCHANGE ACT.

*Kleinwort v. Comptoir National D'Escompte de Paris*, (1894) 2 Q.B. 157, illustrates very forcibly the benefit of crossing a cheque in the manner provided by the Bills of Exchange Act. In this case the payee of a crossed cheque indorsed it to the plaintiffs, and posted it to them. In the course of transmission the cheque went astray, and got into the possession of a stranger, who obliterated the indorsement in favour of the plaintiffs, and substituted a special indorsement in favour of himself. He indorsed the cheque and presented it to the defendants, who carried on a banking business in Paris, and requested them to collect it, which they did, and handed him over the money; and it was held by Cave, J., that the defendants, by receiving the money and paying it over to a person who had no title to the cheque, were guilty of a conversion of the cheque, and were therefore liable to