ery might be had if no legal rights had been lost, rights such as notice, etc. In that case there was no one to notify and so no right of notice had been lost although, according to Matthew, J., in the *London and River Plate Bank* v. *Bank of Liverpool*, that is not necessary to prevent recovery. "Anything," he says, "which may seriously compromise the position of a man of business is sufficient" (to prevent recovery) "even though no legal rights had been compromised." *The Imperial Bank* v. *Bank of Hamilton* does not sustain this view but confines the right to recover to cases where no legal rights have been lost by delay in giving notice.

Thus far, I have discussed the question of forged endorsements. Now comes the question of forgery of the customer's signature. When the drawer's name is forged another combination of circumstances arises and the problem presented is somewhat different. For one thing, the question of the responsibility on the part of the drawer, which might arise in the case of endorsements, is absent. The drawer may be omitted from consideration as he is responsible to no one. But the question of the bank is altered. The bank is supposed to know its customer's signature and if it pay a cheque which does not bear such signature, but a forgery thereof, it cannot recover the sum so paid from holders in due course. See *Bank of Montreal* v. *The King*, 38 S.C. Reports, p. 258, and the case above cited, *Scholfield* v. *Londesborough*, applies as to negligence in drawing the cheque.

Finally, one must not overlook the provisions of sec. 49 of the Bills of Exchange Act, which limits the rights of the drawer to recover from a Bank. The drawer must notify the Bank of the forgery within a year after he discovers it. Possibly the use of crossed cheques would obviate some of the chances of forgery and diminish the number of embarrassing although interesting legal questions that follow, but Canadians have not, for some reason, taken kindly to crossed cheques and they are hardly met with in the business of banking in Canada.

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