

shew any privity between him and the parties to the satisfaction given, except so far as such parties were the drawers of the bill, and the defendant was the acceptor. The plea does not aver that the value of the goods delivered in satisfaction was equal to the amount of the bill; and it is consistent with the language of the plea, that the drawers may have made satisfaction of the bill, so far as regarded their liability, by any small composition, leaving the plaintiffs with all their remedies in point of law against the acceptor and other parties to the bill;^{19a} and yet the drawers may afterwards have dissented from the plaintiffs' retaining the bill, or suing the acceptor upon it." . . . *Supposing the effect of the plea to be, that the plaintiffs are suing as trustees for the drawers, but against their consent, such matters would furnish no legal bar to the plaintiffs, as the law can take no notice of the trust.*" The learned Judge then stated that the plea, as proved and sustained by the verdict, did not shew sufficient matter to bar the plaintiffs, and, after an exhaustive review of authorities, proceeded thus (p. 193):

"There is very early authority to the effect that satisfaction made by a stranger to a party having a cause of action, *and adopted by the party liable to the action*, may be used as a good bar to an action for such cause." . . . "The Court does not feel called upon to express any opinion upon the point although it must be obvious that the decision in the 36 H. 6 reported in Fitzherbert is consistent with reason and justice."

In *Belshaw v. Bush* (1852),²⁰ to debt on simple contract the defendant pleaded: "as to £33.10.0 parcel of the debt and the causes of action in respect thereof," that the plaintiff drew a bill on W.B., the father of the defendant, for £33.10.0 payable to the plaintiff's order; that W. B. accepted the bill and delivered it to the plaintiff, and the plaintiff received it, for and on account of the said sum of £33.10.0; and that the plaintiff indorsed and delivered the bill to one D., who was entitled

(19a) Compare the judgment of Bramwell, B., in *Agra & Masterman's Bank v. Leighton*, 1866, L.R. 2 Ex. at page 63.

(20) 11 C.B. 191.