

G.'s guarantee was in the nature of accord and satisfaction, and was no defence to the action, unless specially pleaded.

Here we must notice the case of *Goodwin v. Cremer* (1852).¹⁸ The indorsee of a bill of exchange sued the acceptor, who pleaded that, *puis darrein continuance* (that is, matter arising since the last pleading), an earlier indorser had paid to the plaintiff, then being holder, and the plaintiff accepted, the full amount of the bill, and all interest thereon, in full satisfaction and discharge of the bill and all moneys due in respect thereof (not mentioning damages or costs). This was held to be a bad plea, because it did not allege that what the plaintiff had received was in satisfaction of damages or costs.^{18a}

In *Jones v. Broadhurst* (1850),¹⁹ the plaintiffs, as indorsees, sued the defendant as the acceptor of a bill of exchange for £49 drawn by W. & C. Cook. The defendant, by his fourth plea, alleged that, after the indorsement of the bill to the plaintiffs and before the commencement of the action, the drawers of the bill had delivered to the plaintiffs, who had accepted, divers goods of the value of £50 in full satisfaction and discharge of the bill, and all damages and causes of action in respect thereof. A verdict was found for the defendant upon the trial of the issue joined on that plea, and for the plaintiffs on all the other issues. The plaintiffs obtained a rule calling upon the defendant to shew cause why judgment should not be entered for them *non obstante veredicto*. Cresswell, J., delivered the judgment of the Court (which is said to have been written by Lord Truro) and observed: "The plea does not allege whether such satisfaction was given and accepted before or after the bill became due; nor is it averred to have been *at the request, or for, or on behalf of, the defendant, or in satisfaction of his liability upon the bill, or of the cause of action of the plaintiffs against him; nor does it, in any way, connect the defendant with the transaction, or*

(18) 18 Q.B. 757.

(18a) This case was approved by Parke, F., in *Kemp v. Balls*, 1855, 10 Ex. Rep. 607. Compare *Tetley v. Wanless*, 1867, L.R. 2 Ex. 275.

(19) 9 C.B. 173. Compare Odgers' Pleading and Practice, 6th edition, p. 216.