

K.'s endorsement to the cheque and paid it into his own account with the defendant bank, who credited him with the amount, and collected the money from the C. Bank. W. had not agreed to buy any shares from K., and K. had at the time no shares in the company. Held, that the payee was not a "fictitious person" and that the defendant bank was liable to pay to the plaintiff the amount of the cheque as damages for conversion of the cheque: *Macbeth v. North and South Wales Bank* (1906) 2 K.B. 718.

6. A bill purporting to be drawn by A. and endorsed in blank by C., the payee, is accepted supra protest for the honour of the drawer. It turns out that A.'s signature was forged, and that C. was a fictitious person. The acceptor for honour is estopped from setting up these facts if the bill is in the hands of a holder in due course: *Phillips v. In Thum* (1856) 18 C.B.N.S. 694, L.R. 1 C.P. 463.

7. By arrangement between the endorsee and acceptor a bill is drawn and endorsed in the name of a deceased person. The endorsee can recover from the acceptor: *Ashpitel v. Bryan* (1863) 33 L.J. Q.B. 328; cf. *Vagliano v. Bank of England* (1889) 23 Q.B.D. at p. 260.

THE CASES COMPARED:—

The *Vagliano Case* was applied by the Court of Appeal for Ontario in *London Life v. Molsons Bank* (1904) 8 O.L.R. 238. In the *London Life Case* there was a real drawer. In the *Vagliano Case* the name of the pretended drawee was forged, but the acceptor was estopped from denying the genuineness of the drawer's signature. In neither case was there any genuine transaction on which the bills could be based. A real difference between the two cases is that in the *London Life Case* the drawer really intended its cheques to be paid to the named payees while in the *Vagliano Case* the drawer had no intention to pay any one, his name having been forged.

In *Clutton v. Attenborough* (1897) A.C. 90 the drawers believed and intended the cheque to be payable to the order of