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DECISIONS IN COMMERCIAL LAW

WAKEFIELD VS. ALEXANDER & CO., AND CHARPONIERE & Co.—The effect of qualifying the endorsement of a cheque by the addition of the words "sans recours"—without recourse—was recently considered by the English King's Bench Court, deciding the important point that an endorser of a bill or cheque, who is not a party thereto, may yet avail himself of the provisions of the bills of Exchange Act, and save himself harmless by the addition of the above words. The plaintiff was in possession of fifty thousand rifles and ten thousand cartridges, which he was anxious to sell on behalf of a foreign government. He entered into communication with one, Arnup, a commission agent, who, in turn, opened negotiations with Alexander & Co., who were in the habit of transacting their business at the office of the other defendants, Charponiere & Co. Eventually, Arnup closed an agreement with Alexander & Co. for the purchase of the rifles and cartridges by them within six weeks, one of the terms of the contract being that 1,000 pounds was to be deposited in cash and that 300 pounds should be paid on delivery. On the day fixed for delivery, Arnup met Alexander at the office of Charponiere & Co., where his firm was in the habit of transacting business, and on Alexander's tendering to him the cheque now sued on, drawn in favor of Arnup, and signed by Alexander & Co., the former refused to accept it, claiming that the terms of the contract were for payment in cash. Thereupon, Charponiere said that he would also endorse the cheque, which he did adding thereto the words "sans recours." The commission agent then transferred the cheque to his principal, Wakefield, on whose presentation for payment it was dishonored. This action was brought on the cheque against the drawers, Alexander & Co., and the endorsers, Charponiere & Co. It was contended on behalf of the plaintiff that, under the English Bills of Exchange Act, which in this respect contains similar provisions to our Canadian Bills of Exchange Act, the words "without recourse" could be used only by an endorser strictly so-called—that is by an actual party to the bill or cheque—who wished to confer title without incurring responsibility, and that Charponiere & Co., not being such endorsers, but having gone on the cheque to guarantee to Arnup its bona fides, could not avail themselves of these words, and thereby negative their liability. It was decided, however, that Charponier & Co., though not, strictly speaking, endorsers under the Act, were quasi-endorsers, and the Act being wide enough to include such endorsers, they could free themselves from liability by the use of the words "without recourse." This is an important decision concerning the liability of endorsers, who are not actual parties to the bill or cheque, and, as pointed out above, the provisions of our Canadian Bills of Exchange Act, being identical with the English Act, in this respect, this decision is good law in Canada.

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Lathe Porter.
New 14-in. swing x 6 feet bed, Screw Cutting Engine.
New 17-in. " x 6 " " " "
New 18-in. " x 10 " " " "
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