of the bill, who puts his name upon it to facilitate the transfer to a holder, and it is in this connection that he makes a reference to the law regarding avals. He seems to consider that the signature of James McKinley should be treated as that of an aval for the drawer. "Such an indorsement creates no obligation to those who previously were parties to the bill; it is solely for the benefit of those who take subsequently." He does not say that this was the intention with which the signature was put there, and we may confidently assume that whatever else either James McKinley or Walker had in his mind, this was the last thing that either of them would have thought of. The applicability of *Penny* v. *Innis* is disposed of by the suggestion that "In *Penny* v. *Innis* it appeared that Innis (who as I think we must understand the facts) had agreed with the plaintiff to become indorser in the nature of an aval for Wilson, the drawer of the bill, who was about to transfer the bill to the plaintiff, did not actually write his name on the bill till after Wilson, the drawer, had written his, and it was decided that the order in which the names were written was immaterial."

Before this explanation was given there was no difficulty in understanding the case of *Penny* v. *Innis* or in applying the doctrine of the case. It was applied in the case of *Mathews* v. *Bloxome*. Joseph Bloxome had written his name on a blank bill stamp, intending to be surety to Mathew & Peake for Richard Bloxome, and the method apparently adopted by the parties was that of a draft by Mathews & Peake payable to their own order on Richard Bloxome as drawee, which was accepted. Joseph Bloxome was sued on his indorsement, and defended, as Innis did, in *Penny* v. *Innis*, and James McKinley's executor in *Steele* v. *McKinley* on the ground that he could not be an indorser, not being the payee. Lord Blackburn treated the case as being precisely the same as if Joseph Bloxome had put his name on the bill after it had been drawn and applied the doctrine of *Penny* v. *Innis*, which he understood to be that "a person who puts his name on the back of a bill, under circumstances like the present, may be treated as a new drawer,