As regards some of the consequences of the drawee or banker paying the cheque before its expressed date, the post-dated cheque resembles a bill of exchange. It is laid down by Baron Parke in *Morley* v. *Culverwell* (7 M. & W., at p. 178) as follows: "If the acceptor pays the bill before it is due to a wrong party, he is not discharged. It has been so held in the case of a banker's cheque payable to bearer; if the banker pays it before it is due, he is not protected." The authority cited for the latter of these two propositions is *Da Silva* v. *Fuller*, an old unreported case of 1776, of which the note in Chitty on Bills (11th edit., 1878), p. 188, is: "Where, however, a cheque, which had been lost by the payee, was paid the day before it bore date, such payment was held to be invalid, and the banker was held liable to repay the amount to the loser." There appears to be no more modern case on this point than *Da Silva* v. *Fuller*.

In actions against the drawer by the holder, the post-dated cheque is precisely on the same footing as an ordinary cheque. *Royal Bank of Scotland* v. *Tottenham* (*sup.*) and *Hitchcock* v. *Edwards* (*sup.*) are examples of this. In both cases the holder gave value for the cheque before the expressed date of it, and succeeded in his action against the drawer after payment at the drawer's bank had been stopped. *Carpenter* v. *Street* (6 Times L. Rep. 410) was another case of the same kind before the Divisional Court (Lord Coleridge, C.J. and Mr. Justice Wills). The defendant stopped payment of the cheque, and the principal defence was that the plaintiff had taken the cheque before its expressed date and when it was not "regular on the face of it": (s. 29). It was held, however, that the cheque was "regular on the face of it," notwithstanding the date it bore had not yet arrived when the plaintiff took it, and the plaintiff succeeded.

With regard to one consequence of a post-dated cheque being paid by the banker on whom it is drawn before the date, neither bills of exchange nor ordinary cheques afford a clear analogy, and the post-dated cheque in this respect stands by itself. It may happen that the drawer's account at the bank is not sufficient to meet the payment of further cheques in the event of the post-dated cheque being presented and paid before the date upon it.