such a case, as though there had been no cheque, and the party to whom it was sent is remitted to his original right on the consideration for the cheque," seems to be too general, and must be understood as not in any way implying that the rights of a bonâ fide transferee of the cheque for value could be prejudiced either by the death of the drawer, or by the stoppage of the payment of the cheque by him. It would, therefore, perhaps be more correct to say that, notwithstanding the stoppage of the payment of a cheque, the payee may nevertheless sue on it, but any defence which the drawer may have in respect to the consideration for which it was given is open to him, and, to that extent, it is as if the cheque had never been given. Because, assuming that a drawee of a bill of exchange, other than a cheque, continues liable thereon to the payee, though he (the drawer) may notify the drawee not to accept or pay it, and that the drawee's representatives are liable to the payee though the drawer die before acceptance or payment, there seems no reason why the same rule should not apply to a cheque. Countermand of payment, or notice of the death of the drawer of a cheque, operates as a revocation of the duty and authority of the drawee to pay the cheque under s. 74, but that section certainly does not in terms, nor does it by implication, exonerate the drawee from the liability to pay the bill if the drawee does not, which every drawer of a bill of exchange assumes. The revocation of the drawee's authority to pay does not make the cheque a nullity, because, as we have seen, a bonâ fide transferee thereof for value may recover against the drawer notwithstanding he may have stopped payment of it : *McLean* v. *Clydesdale Bank*, supra.

In *Cohen* v. *Hale*, 3 Q.B.D. 371, on which Ridley, J., relied, an order had been made attaching a debt ; at the time the order was made the garnishees had given a cheque for the amount of the debt, payment of which, however, they subsequently stopped ; and the question was whether the debt under the circumstances was attachable and the court held that it was, though if payment of the cheque had not been stopped, the debt would not have been attachable ; but as soon as the payment of the cheque was stopped it was as if the garnishees had never given it. This case, however, cannot be said to decide that the stopping payment of the cheque makes it a nullity, for although a garnishee could not, as against an attaching creditor, be heard to say he had paid the debt by giving a cheque therefor, when he had effectually revoked the pay-