

redress and, of course, awaiting the success of their efforts in a like pursuit, obtains through them, or the distant banks, sellers of the drafts, the returned cancelled vouchers, learns from an inspection of them the names of the banks collecting from the New York bank upon which they are drawn, they being likewise almost invariably banks of this city, and then makes his demand direct upon the latter for unlawful collection and conversion, thus saving the delay and trouble of the old method first described, and greatly narrowing the field of battle and concentrating the opposing forces. In the instance last brought to my knowledge, wherein a large number of drafts were included, drawn upon and collected by various different banks—the demand for redress being made by what I have termed the new method—the effect produced upon the minds of the officers of the banks was invariably one of astonishment, mingled with amusement—not at the nature, but at the source or position of the party making the demand.

“To return to A.: applying draft in hand for redress, he is met with a smile or frown of superior wisdom, depending upon the amount of money involved, and politely informed that he is not known in the matter, and that the only one in a position to call the bank collecting the draft to account is the bank upon which it is drawn, and that he must seek relief elsewhere. Mr. A. replies: ‘You may not know me in the matter, but I know that you have unlawfully collected and converted to your own use a draft belonging to me, bearing a forged indorsement; and pay you will, or I sue.’ B., the bank president, is puzzled. He little relishes the accusations of forgery and unlawful collection and conversion, and yet the facts as stated carry a strong flavor of truth that is alarming. ‘Hold on, my dear friend,’ says B., maintaining his official dignity; ‘if the indorsement is a forgery, as you state, of course we will have to pay sooner or later, but you entirely mistake the way to go about it, don’t cher know,’ etc., etc.

“A consultation of lawyers of A. and B. follows, preparation of affidavit, perhaps, and reference to recent cases such as *Robinson v. Chemical Bank*, 86 N. Y., p. 404, and *People v. Bank of N. America*, 75 N. Y., p. 547, is made, and, presto! a satisfactory conclusion is reached between A. and B.—a conclusion satisfactory to A. because speedy redress follows, and satisfactory to B. because he would have had to pay, in any event, ultimately; and, if so, the sooner he is in position to hit back at his depositor or the party from whom he received the spurious draft, the better.

“I have been thus prolix because I am unaccustomed to boil down my words in lawyers’ style, but if I have succeeded in adducing anything new and interesting to some of your readers, my success in so doing—otherwise my good intentions—must be my apology.”

The method of procedure thus disclosed is interesting, and is an application of the “short-cut” principle for which the American people are famous. In cases of loss, before indorsement, by a payee or subsequent indorsee, and collection through forgery, a frequent method of redress, as shown by our contributor, is for the payee or indorsee to look to antecedent parties for reimbursement, they in turn coming down on the paying bank, and the latter seeking to recover from