1120

Illustration. — A is the drawer of a [redacted] bill of 200 baht (the drawee being N) and delivers the bill to B his creditor for 200 baht. B alters the said bill so that the mention (forged) gives it a value of 2200 baht. B uses the forged bill to pay C his creditor for 2000 baht. C, in good faith, endorses the forged bill he has received and transfers it to D his landlord for payment of 2000 baht. It happens that D knows that the bill was altered by B, and D and B acts together in bad faith in order to get a sum of 2000 baht from the persons in good faith (either A, [redacted] or N). Finally N the drawee ascertains that the bill was forged and refuses to pay.

The position of the above parties shall be as follows:

A who has made in good faith a bill of 200 baht remains creditor of the drawee N for 200 baht and debtor of B for 200 baht also;

B who has forged the bill has no rights under such bill (sect. 1117);

C who has been a party and endorser in good faith was and remains creditor of B for 2000 baht (see sect. 232 and 1119); he remains debtor of D for 2000 baht but, as D is in bad faith, D cannot claim 2000 or even 200 baht from C under the bill of exchange. D in bad faith has no recourse against the drawer or the drawee. C, in good faith, can claim 2000 baht from B under the bill of exchange, instead of being a creditor of B generally speaking, and even if there was a surety in good faith, C can claim 2000 baht from him, the surety having only his recourse against B.

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