

and, not having been attended to, the plaintiff on the 11th November, 1910, wrote to the father as follows:—

“Sarnia, November 11th, 1910.

“George Wray, Esq., Senior, Sarnia, Ontario.

“Dear Sir,—The other day when you paid the interest on that note of your son and yourself you did not say what you wished done with the note. If a renewal is wanted I herewith enclose one for six months which please send to your son and have him sign it and get it back as quickly as possible signed by yourself and son, and oblige,

“Yours truly,

“W. H. WARD.”

In this letter the plaintiff enclosed a renewal note. The father received this letter with the intended renewal note, and he, or his wife at his instance, mailed it to the son for his signature. The letter, if any, which accompanied it, was not produced. The son and his wife, Laura, signed this renewal note and sent it to the father or his wife, and the latter, with the knowledge of her husband, mailed it in Sarnia to the plaintiff, no letter accompanying it. On receipt of this renewal note, the plaintiff called his clerk's attention to the fact that it was not signed by the father, when the clerk informed him that the father's wife had signed it. The plaintiff was under the impression that the son was an unmarried man, and was satisfied with his clerk's assurance that the signature was that of the father's wife; and, acting upon this belief, accepted this renewal, and shortly thereafter his clerk returned to the father the original note, marked “cancelled,” accompanied by a letter worded as follows:—

“Sarnia, December 3rd, 1910.

“George Wray, Esq., Sarnia, Ontario.

“Dear Sir,—I herewith enclose you cancelled your note \$132.50 retired by renewal note yourself and Mrs. Wray just received.”

This letter was evidently intended for the father, it being directed to Sarnia, whilst the son, as the plaintiff knew, at that time resided in the United States. By some error, the plaintiff refers to the renewal note as signed by the father and Mrs. Wray. He knew it was not signed by the father, and must have intended in dictating the letter in question to have described the renewal as made not by “yourself” but “your son” and Mrs. Wray, meaning the father's wife.

Shortly before the maturity of the renewal note the plaintiff's