

such principal establishment is equivalent to a personal service. It was held, therefore, that the Bank was properly summoned at Montreal by service of demand at the office there, although the head office of the Bank is in London, England. Justices Bossé and Blanchet dissented.

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In *Merchants Bank of Canada & Cunningham*, Queen's Bench, Montreal, January 18, 1892, the question was whether the endorsers of a promissory note, whose names appeared below that of the payee on the back of the note, were warrantors. These endorsers, by mistake, had not received notice of protest for non-payment, and unless they were warrantors they were discharged. It appeared that the note being taken to the Bank for discount, the Bank required additional names, and the two endorsers, without having been holders of the note, and without having received any consideration, endorsed it for the accommodation of the maker, and to enable him to obtain funds at the Bank. They swore, however, that they did so, having confidence in the solvency of the maker and payee, and not with the intention of becoming warrantors. The Court held the evidence insufficient to destroy the presumption arising from the position of the names on the note, and the endorsers accordingly were freed from liability by the absence of notice of protest.

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In *Parker & Langridge*, Queen's Bench, Montreal, January 26, 1892, the Court held that to justify a defence of reasonable and probable cause to an action for malicious prosecution, the circumstances must be such as would produce on the mind of a cautious and prudent man an honest conviction of the guilt of the party he accuses. Where an employer, on receipt of an anonymous letter, the statements of which were not corroborated in any way, caused his foreman to be arrested on a charge of theft, and opposed the liberation of the accused on bail, and it