

The two other defendants T. B. Lafferty and A. C. Sparrow have consented to Judgment being entered against them and therefore I will not refer to their pleadings except in so far as they relate to the defendant H. A. Sparrow.

There is no question about the facts that exhibit A sued upon was given as a renewal of exhibit B and that the note sued upon, exhibit A as well as exhibit B was given to secure four notes of \$313.50, \$100.00, \$171.00 and \$80.00 or their then current renewals.

Also that Mrs. Sparrow endorsed the blank notes and they were filled in at the office of T. B. Lafferty, and that H. A. Sparrow never had any consideration for the said note; that it was an accommodation note; that T. B. Lafferty never saw or spoke to Mrs. Sparrow about this  
10 note.

According to Mr. Christie's evidence the note for \$300.00 was renewed on May 21st, 1890 for three months and when due on 25th August, was renewed for one month and on September 29th was renewed for one month and on November 1st, 1890 was renewed for three months more and became due on the 4th February, 1891.

The \$171.00 was past due when the \$664.50 was got, then it was renewed on May 10th and was renewed afterwards for one month, five times; October 21st was the last renewal, and it became due on 24th November, 1890.

The note for \$100.00 was renewed also several times when it became due on the 5th January, 1891, after the last renewal. The fourth note of \$80.00 was also renewed several times till  
20 it became due on the 28th November, 1890 after the last renewal.

Besides Mr. Christie in his evidence before me at the trial stated that he took the \$664.50 note in consideration that he would not sue the other notes that became due, but renew them, and further on he adds: "I took the notes exhibits B and A as security for paper then held by me for monies advanced and also that the note sued upon was given as security for the four notes."

The first question raised by the pleadings is this: Does the taking of a new note from the acceptor (who stands in the position of maker of promissory note) payable at a future date, discharge endorsers. Byles on Bills of Exchange, page 324 says: "The taking of a new bill from the acceptor, payable at a future day, discharges the endorsers." Cavanagh on Money Securities  
30 ties lays down the following rule: "If the debt be modified between the creditor and the principal debtor without the consent of the surety, the latter will in general be discharged from all liability on the contract."

In Polak v. Everett, 1 Q. B. D., page 669, Blackburn, J., says at page 673, "It has been established for a very long time beginning with Rees vs. Berrington, 2 Pes. 540 to the present day, without a single case going to the contrary, that on the principal of equity a surety is discharged when the creditor, without his assent, gives time to the principal debtor, because by so doing he deprives the surety of part of the right he would have had from the mere fact of entering into the suretyship, namely, to use the name of the creditor to sue the principal debtor, and if this right be suspended for a day or an hour, not injuring the surety to the value of a farthing,  
40 and even positively benefiting him, nevertheless by the principal of equity, it is established that