fendant's notice is irregular and served without statutory provision threfor, and that it does not create a forfeiture in respect of the plaintiff's rights under the chattel mortgage, without costs to either party.

If the parties agree, the action will be treated as one for the determination of the status of the plaintiff under the chattel mortgage, and the trial will be continued and concluded upon that basis.

If the parties do not agree, the judgment will be as above.

MIDDLETON, J. MAY 22ND, 1915.

HERRINGTON v. CAREY.

Promissory Note—Accommodation Makers — Duress — Agreement to Stifle Prosecution—Failure to Shew—Findings of Fact of Trial Judge.

Action to recover the amount of a promissory note, made by the three defendants, for $1,450, bearing date the 1st August, 1913.

The defence was by two of the defendants, who were sisters of the third defendant, a solicitor. The sisters signed the note at the request of their brother, and the plaintiff accepted it in satisfaction of his claim against the solicitor-defendant for moneys of the plaintiff, his client, which that defendant had misappropriated.

The sisters alleged that there was an agreement to stifle the prosecution of their brother; secondly, that there was duress, to which the plaintiff was a party.

The action was tried without a jury at Toronto.

R. J. McLaughlin, K.C., for the plaintiff.

Gordon Waldron, for the defendants.

MIDDLETON, J., finds, upon the evidence, that there was no duress or pressure exercised upon the sisters saye the knowledge of the brother's crime. The facts do not implicate the plaintiff in anything said or done by the brother. The plaintiff was offered the note, with the sisters as security, and he agreed to accept it. There was no bargain not to prosecute. The sisters