v. Byrnes, 1 Moo. P. C. N. S. 195; Richard v. Stillwell, 8
O. R. 511; White v. Tomlin, 19 O. R. 513; McIntosh v.
Moynihan, 18 A. R. 237.

Judgment for plaintiff against John Stevens, with costs.
Action dismissed with costs as against the other defendants.

Meredith, Judd, Dromgole, & Elliott, London, solicitors
for plaintiff.

Fraser & Moore, London, solicitors for defendants Labatt
& Stevens.

W. C. Fitzgerald, London, solicitor for other defendants.

Osler, J.A.

February 11th, 1902.

COURT OF APPEAL—CHAMBERS.
WIEDEMAN v. GUITTARD.

*Promissory Note—Holder in Due Course—Effect of Indorsement—
Evidence Necessary to Hold Indorser—Leave to Appeal—Bills
of Exchange Act, 1890, secs. 29, 55.*

Herdman v. Wheeler, 18 Times L. R. 190, approved.

Application by defendant S. A. C. White for leave to
appeal from order of a Divisional Court affirming judgment
at the trial.

W. M. Douglas, K.C., for the motion.

F. A. Anglin, for plaintiff.

Osler, J.A.—The promissory note sued on was made by
T. M. White and M. Guittard, payable to Hutchinson,
Cramer & Co., indorsed by them to Mrs. S. A. C. White,
and indorsed by her to plaintiff. . . . It is not denied
that her legal relation is that of indorser to the plaintiff,
and that being so, he is a holder in due course within sec.
29 of the Bills of Exchange Act, as explained in Herdman
v. Wheeler 18 Times L. R. 190. Her indorsement admits,
prima facie at all events, the ability and signature of all
prior parties: sec. 55. In order to recover against her,
the holder had only to prove her signature, and the
performance of the conditions on which her liability as
indorser depends, viz.: presentment, non-payment, and
notice of dishonour. Has this been proved? A person
named Henry Wiedeman, the name of the plaintiff, was
called. He spoke of his being trustee for creditors of Wind-
sor Brewery Co. . . . A sale of the property was made
. . . in respect of the purchase money, he received the
note in question . . . he said the note was not paid at
maturity, and that it was protested (which *qua* any effect