MEREDITH, C.J.C.P., delivering judgment, said that the defendant's sister, who was about 18 years of age, had worked for the plaintiff in her business of a milliner, carried on at Hamilton and Brantford. This girl of 18 made an arrangement with the plaintiff for the acquisition of the Brantford business and the stock in trade there for a little over $300; the girl was let into possession, and the plaintiff gave her a bill of sale of the goods and an informal written assignment of the lease of the shop. The purchase-money was to be paid by the girl's brother, out of her own money, which he held in trust for her, except as to the excess over $300, which she was herself to pay. There was no expressed obligation on the part of the girl to pay the $300 or any part of it—it was to be paid in cash by the brother. After some delay and negotiation, the brother refused to pay, and the plaintiff proceeded to take back her property; but, before that was done, the defendant, who was the purchaser's elder sister, and of age, stepped into the breach, to do that which the brother refused to do; she gave the note in question, payable 3 months after its date, for the $300; the plaintiff accepted it, abandoning her intention and the steps taken by her to get back her property; and the purchaser remained in possession and carried on the business. The purchaser was not a party to the note.

The learned County Court Judge found that the debt evidenced by the promissory note in question was the debt of the defendant, and that her obligation arising out of the transaction in question was not merely that of a surety for the payment only of a legal debt of her infant sister upon the sister's default in payment of it.

With that finding the learned Chief Justice agreed. He referred to Harris v. Huntbach (1757), 1 Burr. 373; Baker v. Kennett (1873), 54 Mo. 82; Conn v. Coburn (1834), 7 N.H. 368; Kun's Executor v. Young (1859), 34 Pa. St. 60; Wauthier v. Wilson (1912), 28 Times L.R. 239.

The appeal should be dismissed.

MASTEN, J., was also of opinion that the appeal should be dismissed. Without assenting to or dissenting from the County Court Judge's finding of fact, he thought that in any case the defendant was liable.

(1) If the young sister was the real purchaser and primarily liable, and if both parties to the action contracted on the basis of knowing that she was an infant and not legally liable to