

appellants was reversed on the findings of fact. . . . Having regard to the facts as found in the present case, this decision in appeal does not help the railway company.

I have been supplied with a copy of the reporter's notes taken at the trial, and, having reviewed the evidence, I am confirmed in my opinion expressed at the close of the trial that the plaintiff was entitled to succeed against both defendants, as, in my opinion, each defendant was guilty of negligence which was the proximate cause of the accident, and that there should be no contribution.

Judgment should be entered for the plaintiff for the amount found by the jury, with costs against both defendants, and the claim of the railway company for contribution should be dismissed with costs.

CLUTE, J.

MARCH 19TH, 1915.

*STANDARD BANK OF CANADA v. WETTLAUFER.

Bill of Exchange—Accommodation—Acceptance on Condition—Admission of Oral Evidence to Prove Condition—Bank—Holder in Due Course—Bills of Exchange Act—Evidence—Liability of Acceptors Conditional on Something being Due to Drawers at Maturity—Extent of Liability—Findings of Fact of Trial Judge.

Action upon a bill of exchange accepted by the defendants.

The action was tried without a jury at Stratford.

R. S. Robertson, for the plaintiffs.

George Wilkie, for the defendants.

CLUTE, J.:—The action is brought upon a bill of exchange for \$2,500 drawn by the New Hamburg Machinery Company upon and accepted by the defendants. The bill was delivered by the New Hamburg Company to the plaintiffs and placed to the credit of that company upon an overdrawn account—reducing the same by the amount of the draft, less the discount. The plaintiffs rested their case after putting in the bill of exchange, the defendants' signature being admitted.

The defendants set up that they are not liable because the bill was accepted by them as accommodation for the New Hamburg company, and transferred to the plaintiffs without con-