

JUDGMENT OF MR. JUSTICE ROULEAU.

This is an action on a promissory note made by T. B. Lafferty payable three months after date to H. A. Sparrow and endorsed by her and A. C. Sparrow to the plaintiffs for the sum of \$664.50. That note was the renewal of another note made payable, three months after date by T. B. Lafferty to A. C. Sparrow, and endorsed by him and H. A. Sparrow to the plaintiffs for the same amount.

The note sued upon was given as collateral security for the four following notes, to wit: \$80.00, \$171.00, \$100.00 and \$313.50 notes.

To this action the defendant H. A. Sparrow pleaded: that she endorsed the said note at 10 the request of the plaintiffs for the accommodation of the defendants T. B. Lafferty and A. C. Sparrow as collateral security to four certain promissory notes held by the said plaintiffs against the said defendants T. B. Lafferty and A. C. Sparrow for \$313.50, \$171.00, \$100.00 and \$80.00 respectively, which said notes became due and payable respectively on the following dates: \$313.50 on August 25th, \$171.00 on August 15th; \$100.00 on August 27th and \$80.00 on August 22nd, all in the year 1890. That the plaintiffs on the maturity of the four said notes respectively, in pursuance of a binding agreement between them and the defendants T. B. Lafferty and A. C. Sparrow extended the time of payment thereof by the said defendants T. B. Lafferty and A. C. Sparrow and thereby released the said defendant H. A. Sparrow.

That on the 25th of August last the defendants T. B. Lafferty and A. C. Sparrow paid 20 \$13.50 on account of the said \$313.50 note and gave their renewal for the balance of \$300.00 to the said plaintiffs payable one month after the date thereof and the said \$300.00 note has been renewed by the plaintiffs for the said defendants T. B. Lafferty and A. C. Sparrow from time to time since the said 25th day of August and the said \$100.00 note after being renewed several times was not due until the 5th day of January, 1891.

That the defendant H. A. Sparrow was covert at the time of the endorsing the said note sued on.

That the defendant H. A. Sparrow will object that the statement of claim shows no power or authority from her to the defendant T. B. Lafferty to agree with the plaintiffs that the said note sued upon which the defendant Lafferty was then or might thereafter become liable.

30 That the defendant H. A. Sparrow will object also that in the absence of any allegation that the defendant Lafferty was authorized by the defendant H. A. Sparrow as aforesaid, the 12th paragraph of the amended statement of claim shows that the plaintiffs by a binding agreement without the consent of the defendant H. A. Sparrow extended the time for payment of the several notes to which the note \$664.50 was collateral security and on which the defendant H. A. Sparrow was only an accommodation endorser and a surety and thereby discharged

To this defence the plaintiffs replied, joining issue on all the paragraphs except the 6th on which they reply specially that the defendant H. A. Sparrow at the time of the endorsement and delivery of the promissory note sued upon in this action was and ever since has been possessed of separate estate.