

## HELPS v. CHARETTE—LENNOX, J.—FEB. 2.

*Promissory Note—Action on, by Payee—Absence of Consideration—Dismissal of Action—Delivery up of Instrument.*—Action upon a promissory note made by the defendant in favour of the plaintiff for \$2,548.75 and interest. The action was tried without a jury at Ottawa. LENNOX, J., in a written judgment, said that the note was made by the defendant in consequence of certain speculations carried on by the plaintiff, in his own name, in "futures" on the Chicago grain market. The defendant was employed by the plaintiff. The learned Judge found that the debt or obligation in respect of which the note was alleged to have been given was the plaintiff's only; that there was no consideration for the note; that the defendant should not have signed it; and was not liable upon it. There was no counterclaim for a balance of wages retained by the plaintiff, said to be \$300, and it was not considered in this action. Judgment dismissing the action with costs, without prejudice to the defendant's rights as to wages. The defendant will be entitled to have the promissory note sued on delivered out to him after the time for appeal has expired, if there is no appeal. A. E. Fripp, K.C., for the plaintiff. Gordon Henderson and W. C. Greig, for the defendant.