

a party indorses a note in the usual manner he cannot afterwards adduce parol evidence to show that he was not to be liable on his indorsement, inasmuch as such evidence cannot be given to contradict or vary a contemporaneous written document. (a) ;

Parol evidence cannot, in the absence of fraud, be received to shew that a bill of exchange, accepted payable three days after sight, is not to be paid until a further time has elapsed. (b)

Where a man draws a bill of exchange to pay a debt, he cannot set up as a defence to an action brought by the indorsee, that the bill was given upon a prior verbal understanding between himself and the indorsee, that the drawees would not pay unless they chose, and that in that event he was not to be liable as drawer. (c)

The maker of a note cannot be allowed to prove that before the note was made, or at the time it was made, a parol agreement was made by the holder to renew the note on being paid half the amount due on the note. (d)

Parol evidence is admissible to deny the receipt of value for a bill or note, but not to vary the engagement to pay the amount at the time specified. (e)

In an action by the payee against the maker, a promissory note is admissible in evidence under the common money counts, although it is in the body of it made payable at a particular place; the right of recovery, however, is suspended until presentment be made at the place, on or after the time of payment. (f)

When the maker of the note has induced the plaintiff to purchase it, and promised that if purchased by the plaintiff he will pay it, and has, before trial, admitted his

(a) Chamberlin v. Ball, 11 L. C. R. 50.

(b) Bradbury v. Oliver, 5 O. S. 703.

(c) Adams v. Thomas, 7 Q. B. U. C. 249.

(d) Hayes v. Davis, 6 Q. B. U. C. 396.

(e) Davis v. McSherry, 7 Q. B. U. C. 490.

(f) Merritt v. Woods, Berton, 261.