

 Due _____
 \$200.00 ————— Edmontan 11. Sept. 1906
 Four _____ months after date I promise to pay
 W. W. Unsworth _____ or order
 at The Canadian Bank of Commerce here
 Five Hundred _____ Dollars
 value received. David Butler
 C. H. White, surety

In the above joint and several note each one is liable for the whole amount, and if the holder found it necessary to sue in order to recover payment, he could proceed against both at once, or against either one, just as he thought best. If he sued one and collected the whole amount from him; then that one, if they were equally interested, could sue and collect half from the other, including half of the costs of the previous suit. But if the party who paid the note happened to be a mere surety for the other, he would collect the whole amount from the other party who received the value.

121 A Joint Note is written "we promise to pay," or "we jointly promise to pay," and signed by two or more persons, who are not partners.


 Due _____ D _____
 Quebec Sept 4, 1906
 Ninety days after date we promise to pay
 to the order of J. W. Lamoreaux _____
 at The Bank of Ottawa here \$140.50
 One Hundred and forty _____ Dollars
 for value received A. N. Angers
 W. R. St. John

In the above form both parties are supposed to have received value and agree to pay it jointly. If it should become necessary to sue in order to collect it, the parties must be sued jointly. If, however, one of the parties left the country and his address could not be ascertained so as to serve him, he may be served *substitutionally*. That is done by obtaining an order from the County Judge to serve another member of the family or otherwise as he may direct. Suit could then proceed against the other party.

If one of these two parties, instead of having an equal interest in the consideration for which the note was given, had no interest at all, but merely signed the note as a surety, and he should leave the country *before maturity*,