

Further, Thurston's evidence given before me, especially on p. 48 of his evidence, in which he stated twice, "I admit that he (Meeker) subscribed for George R. Meeker & Co.," and "I admit that it was George R. Meeker & Co. that was subscribing," taken in connection with the other evidence to which I have referred, warrant me in finding that the several partners in the firm of George R. Meeker & Co. are shareholders and contributories in respect of the balance of the \$7,500 of stock in this Distributors Co., on which is due and unpaid a balance of \$3,750.

The costs of these proceedings, respecting the liability of George R. Meeker & Co., will be added to this balance of liability.

JAMIESON, JUN. CO. C.J.

MARCH 15TH, 1909.

SEVENTH DIVISION COURT, WELLINGTON

LYTTLE v. FOELL.

*Promissory Note—Indorser Adding his Signature as Maker—
Immaterial Alteration—Implied Assent of Original Maker.*

Action on a promissory note.

J. C. Hamilton, Listowel, for plaintiff.

M. Wilkins, Arthur, for defendant Foell.

JAMIESON, JUN. CO. C.J.:—The facts of this case are very simple. On 21st February, 1906, the defendant Foell made the promissory note sued on, for the accommodation of the defendant Solawey, payable to his order, 3 months after date. The defendant Solawey, shortly after the making of the note and during its currency, indorsed and transferred it to the plaintiff for value. At or about the time the note became due, at the request or with the assent of the plaintiff, defendant Solawey placed his name on the face of the note below the signature of the defendant Foell. The plaintiff called on the defendant Foell several times for the payment of the note, both by letter and in person, but without result. The defendant Foell admits that on one occasion when he called upon the plaintiff to request him to collect the note from the defendant Solawey, he saw