set up as a defence the existence of a contemporaneous parol agreement that they should not be required to pay it. See the numerous cases on this point collected in Maclaren on Bills, 3rd ed., pp. 33-4.

The other defence . . . is inconsistent with the story told by both defendants, for, if they were not to be held liable to pay the note, they were not likely to have stipulated that Robert Bryden should sign it. Moreover, Robert Bryden was well known to be worthless, and his becoming a party to it would be a mere useless form. . . .

The defences set up have not been made out.

The judgment for defendants should, therefore, in my opinion, be set aside, and judgment be entered for plaintiffs for the amount of the note with interest and costs.

BOYD, C., gave reasons in writing for the same conclusion, referring to New London v. Meek, [1898] 2 Q. B. 490; Irwin v. Freeman, 13 Gr. 465; Wormall v. Adney, 3 B. & P. 249; Flight v. Reed, 1 H. & C. 716.

MABEE, J., also concurred.