

note for \$1,400, dated the 4th December, 1911, brought this action against fourteen defendants alleged to be the makers thereof. The action was discontinued as against the defendant Havlin; and judgment upon default of appearance was signed against the defendants Murphy and Whitely. The note purported to be signed by all the defendants, and ran, "Six months after date we, jointly and severally, promise to pay," etc. The eleven defendants against whom the action came down for trial denied that they signed the note at all or said that their signatures were obtained through the fraud and misrepresentation of the defendant Havlin, and that they never intended to sign and had no knowledge that they signed a promissory note. The defendant Lacey repudiated his signature when he first had notice of the note being due, and continued to do so. At the trial, he swore that he did not sign the note nor authorise any person to sign for him, and he absolutely repudiated the signature. No direct evidence was given that he did sign; and the learned Judge was unable to find that he did sign. As to the remaining ten defendants, the learned Judge found on the evidence that they signed the note with full knowledge of what it was. It was contended that, if any of the defendants were to be relieved from liability, the action must fail against the others as well; but the learned Judge said that he was unable to adopt that view in the case of a joint and several promissory note. Action dismissed as against the defendant Lacey with costs. Judgment for the plaintiff against the other ten defendants with costs. L. F. Heyd, K.C., for the plaintiff. R. G. Smythe, for the defendant Walters. G. F. Rooney, for the defendant Lacey. T. N. Phelan, for the other defendants.