

MASTEN, J., read a judgment in which he dissented from the view of the majority that the attorney could execute a valid transfer. The learned Judge was of opinion that the appeal should be dismissed.

RIDDELL, J., agreed with MASTEN, J.

In the result, the appeal was dismissed, with a declaration that the attorney can, by a deed in the proper form, make a valid transfer under the Land Titles Act.

SECOND DIVISIONAL COURT.

MARCH 26TH, 1920.

*BRYANS v. PETERSON.

Promissory Note—Accommodation Makers—Note Given as Collateral to Security by Chattel Mortgage from Creditor to Debtor—Action by Executors of Creditor—Release of Makers of Note—Evidence—Corroboration—Meaning of “Collateral”—Discharge of Chattel Mortgage—Dealings between Creditor and Principal Debtor—Sureties Giving up Benefit of another Security.

Appeal by the plaintiffs from the judgment of KELLY, J., 17 O.W.N. 9.

The appeal was heard by MAGEE, J.A., CLUTE, RIDDELL, SUTHERLAND, and MASTEN, JJ.

Grayson Smith, for the appellants.

J. E. Irving, for the defendant, respondent.

RIDDELL, J., in a written judgment, said that the defendants—one of them (Peterson) being a solicitor—gave a promissory note for \$1,000 to the deceased Bryans as collateral security for a chattel mortgage for \$2,700, given by one Tees to Bryans, part due in one year and the balance at a later day. Bryans filed the chattel mortgage, but omitted to file a statement of renewal. Bryans consulted Peterson, who advised him to take a new chattel mortgage; and Bryans took one, for \$2,700, payable at a later day.

The plaintiffs, as executors of Bryan, brought this action on the note, and failed at the trial.

As against all but Peterson, it was plain that the granting of time, by the second chattel mortgage, released the sureties. It was argued, however, that Peterson was not released, as he