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 REPORTS AND NOTES OF CASES.
 

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 Province of Ontario.
 

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 COURT OF APPEAL.
 

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Osler, J.A.]

[Feb. 10.

WIEDMAN v. GUITTARD.

*Leave to appeal--By endorser of note--Signatures of maker not proved and action dismissed as to them, but judgment given against the endorser--Presentment--Nonpayment--Notice.*

An endorsement of a negotiated promissory note, even though the endorser really be a surety, admits prima facie, at all events, the ability and signature of all prior parties.

In an action by the holder of a promissory note and chattel mortgage against the makers of the mortgage and makers and endorser of the note the plaintiff failed to prove the signature of one of the makers of the note, and the action was dismissed as to that maker on the note, although a judgment was recovered on the chattel mortgage.

At the trial a defendant, an endorser of the note, although represented by counsel, gave no evidence, and judgment was given against her. On an appeal to a Divisional Court her appeal was dismissed, and she applied for leave to appeal to the Court of Appeal.

*Held*, that the evidence of the plaintiff that in payment for "the property" sold he received a mortgage and the note in question and cash for the balance, that the note was not paid at maturity and was protested after presentment and notice sent, and that notwithstanding it was contended that it was not known what notice was sent or to whom, a judge should infer from the evidence, in the absence of any weakening of it by cross-examination, that presentment was made on the day the note became due, that payment was refused, and that due notice of dishonour was given, and leave to appeal was refused.

*W. M. Douglas*, K.C., for defendant White. *F. A. Anglin*, for plaintiffs.

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 HIGH COURT OF JUSTICE.
 

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Meredith, J.]

[Nov. 13, 1901.

HISLOP v. JOSS.

*Mortgage -- Foreclosure -- Tax title defence -- Conveyance of equity of redemption to purchaser at tax sale -- Onus of proof of taxes in arrear Improvements as under a mistake of title.*

In an action for foreclosure of a mortgage of land in Toronto Junction in which a defendant set up a purchase at a tax sale and a conveyance of