want of authority, if the making of the note was in fact an unauthorized act. . . . The proper conclusion is, I think, that the plaintiffs honestly and on reasonable grounds believed that defendants were their debtors, and that the promissory note of defendants was rightly given in settlement of their indebtedness to plaintiffs. . . .

It is perhaps unnecessary to express any opinion upon the point taken by Mr. Lewis, that the defendant company did not come into existence until the letters patent had been accepted by the applicants, or at all events until the recording of the letters patent took place.

I am inclined to think that, even without the provisions of sec. 9 of the Companies Act, R. S. O. 1897 ch. 191, the acceptance of the letters patent, at all events in the absence of any evidence to the contrary, was unnecessary, or is to be inferred from the fact that they were granted upon the petition of the applicants and in accordance with the prayer of their petition.

However that may be, sec. 9 is decisive upon the point, and makes it necessary for me to hold that the defendant company came into existence as a body corporate and politic on the 11th December, 1899, the date of the letters patent.

The plaintiffs are, therefore, entitled to judgment for $550, the balance remaining due on the promissory note for $863.28, with interest from the 20th December, 1901, but not for the open account. For it McRae was not liable as surety, but only as principal, if at all, and the plaintiffs have chosen to take judgment against his estate for the amount of it, and that, according to the case I have referred to, prevents the plaintiffs from recovering against the real principal, the defendant company.

The claim relating to the transactions prior to the incorporation of the defendant company was not pressed, and there are difficulties in the way of giving effect to it which do not, as it appears to me, apply to the claim in respect of the subsequent transaction.

The judgment for plaintiffs will be with costs.

MEREDITH, C.J. DECEMBER 30TH, 1903.

CHAMBERS.

QUA v. CANADIAN ORDER OF THE WOODMEN OF THE WORLD.

Pleading—Reply—Leave to Deliver after Time Expired—Jury Notice—Notice of Trial—Irregularity—Close of Pleadings.

An appeal by defendants from an order of the Master in Chambers allowing plaintiff to deliver a reply after the time