

from 8th day of April, 1902. I do not give effect to the contention that they are or either of them is discharged from liability because it was not presented within a reasonable time. See Bills of Exchange Act, 1890, sec. 85. All the circumstances of the case repel the idea that any detriment has resulted from the delay; rather was it in ease of the indorsers that time should be given as a matter of grace till funds could be obtained from the works in construction at Orillia.

Judgment should be against them personally for the amount. I find, however, that the wife is discharged or is not liable as indorser on the other notes of \$400 and \$250. No evidence of presentment and notice of dishonour has been given as to these, and, apart from that, the power of attorney under which the husband signed his wife's name is not sufficiently comprehensive to embrace these notes. The context of the power of attorney shews that it was intended to give authority to indorse in connection with financial dealings and transactions with the Imperial Bank of Canada, and no connection has been established between that power of attorney and these notes or the said bank.

Judgment should be against the plaintiff alone on these last two notes, with interest on the \$400 note from 31st July, 1900, and with interest on the \$250 note from the 12th May, 1902, when the counterclaim was made.

As to this demand note, there is no evidence of any presentation to or of any demand prior to the action. (See Bills of Exchange Act, sec. 57.)

Judgment may be entered against the electrical company for the balance of \$200 on their note of 20th April, 1900, with interest from the date of payment of \$100 thereon (this precise time does not appear in the pleadings or evidence).

The defendant is entitled to enforce his lien by sale of the 70,000 shares in his hands of the Blaine stock, and is entitled to a declaration that the lien extends to the other 30,000 shares transferred to the plaintiff Patriarche on 17th June, 1901, and then agreed to be returned.

The plaintiff's action is dismissed with costs.

The defendant's counterclaim is allowed with costs against Patriarche; but as to his wife no costs for or from her.

N. F. Paterson, Toronto, solicitor for plaintiff.

Beatty, Blackstock, Nesbitt, Fasken, & Riddell, Toronto, solicitors for defendant.